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A G R E E M E N T

THIS AGREEMENT made and entered into this 24th day of September, 1973, by and between THEODORE J. and MARY PADDOCK, hereinafter referred to as "PADDOCK", and RAYMOND D. and AUDREY M. BIXLER, hereinafter referred to as "Bixler";

WITNESSETH:

WHEREAS, on the 11th day of May, 1973, Paddock and Bixler purchased from Irwin A. and Lorraine M. Beck certain real property situate in Klamath County, Oregon, said Paddock owning an undivided one-half interest and said Bixler owning an undivided one-half interest in said real property; and

WHEREAS, Paddock and Bixler are desirous of partitioning said property amongst themselves and have agreed between themselves as to the properties each shall take in their own right; and

WHEREAS, Paddock and Bixler shall, however, remain jointly and severally liable for payment of the purchase price under the terms of the contract of sale with Irwin A. and Lorraine M. Beck; Now, Therefore,

IT IS HEREBY AGREED AS FOLLOWS:

From and after the date of execution hereof, Paddock shall be entitled to the exclusive use and possession and shall have all indicia of ownership of the following described real property:

A tract of land situated in Riverside Tracts described as follows: Lot 1 and the East 500 feet of Lot 2; also a tract of land in Section 11, Township 39 South, Range 11 E., W.M. described as follows: the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$, Klamath County, Oregon.

and Bixler shall be entitled to the exclusive use and possession and shall have all indicia of ownership of the following described real property:

Lots 3, 4 and 5; also Lot 2 excepting the easterly 500 feet thereof, all within Riverside Tracts, Klamath County, Oregon.

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This agreement is personal to Paddock and Bixler, and the parties hereto do further agree that should either of them desire to sell his interest in the real property described herein, he shall first offer to the other party hereto for a period of 30 days the property he desires to sell. The offer shall be in writing addressed to the other party at his address and such written instrument directed to the other party shall contain the price and other terms and conditions of the proposed sale. The party to whom such written statement is addressed shall have 15 days after the date of receipt of such written statement to notify the other of his desire to purchase said real property as is offered to be sold. Such party shall then have 30 days after the date of receipt by the offered party of his intention to purchase within which to accomplish said purchase on the terms and conditions as set forth in the written statement of the offering party to the remaining party. In the event no reply is received to the written statement of the offering party to the other party or should the other party not desire to purchase said real property as is offered for sale in the written statement of notification, the offering party shall be free to sell said property as is offered for sale in the written statement of notification, free and clear of any restrictions to any other third party, provided, however, such sale is accomplished on the terms and conditions as are set forth in the written statement of notification.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate the day and year first above written.

Theodore J. Paddock
Theodore J. Paddock

Raymond D. Bixler
Raymond D. Bixler

Mary Paddock
Mary Paddock

Audrey M. Bixler
Audrey M. Bixler

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STATE OF OREGON,

County of Klamath } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 24 day of September, 1973, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Thelma J. Paddock, Mary Paddock, Raymond D. Bixler, Audrey M. Bixler

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Hazel D. Dray
Notary Public for Oregon.
My Commission expires 1-7 Jan 74

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 28th day of SEPTEMBER A. D., 19 73 at 4:28 o'clock P.M., and duly recorded in

Vol. M 73, of DEEDS on Page 13207

FEE \$ 6.00

WM. D. MILNE, County Clerk

By Hazel Dray deputy

Ret: Mazama Realty
2.6th Street

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