

86778

Vol. 74 Page 8849CONTRACT FOR SALE OF REAL AND  
PERSONAL PROPERTY

1  
2 THIS AGREEMENT, made and entered into this 1 day of March,  
3 1974, by and between GROVER B. LEACH and IDA M. LEACH, husband  
4 and wife, hereinafter referred to as Sellers, and RAYBURN D. SOUTH  
5 and GAYLE I. SOUTH, husband and wife, hereinafter referred to as  
6 Purchasers,

## WITNESSETH:

7  
8 Sellers agree to sell to Purchasers and Purchasers hereby  
9 agree to buy from Sellers, at the price and on the terms, coven-  
10 ants, conditions and provisions hereinafter contained, all of the  
11 following described real and personal property situate in the  
12 County of Klamath, State of Oregon, to-wit:

13 All that certain real property enumerated and described  
14 on Exhibit "1" which is attached hereto and by this re-  
ference made a part hereof.

15 SUBJECT TO: Exceptions 1 through 24 which are described  
16 and set forth on Exhibit "2" which is attached hereto and  
by this reference made a part hereof.

17 TOGETHER WITH the following three mobile homes, namely:

- 18 a) Safeway Trailer, # X51539, located at 1833B, Arthur  
Street, Klamath Falls, Oregon  
19 b) Hensley Trailer, # X06098, located at 1833E Arthur  
20 Street, Klamath Falls, Oregon;  
21 c) Detroit Trailer, # X48161, located at 3237 Bristol  
Street, Klamath Falls, Oregon;

22 AND, that certain personal property more particularly  
23 described and set forth on Exhibit "3" which is attached  
24 hereto and by this reference made a part hereof.

## IT IS MUTUALLY AGREED AS FOLLOWS:

- 25  
26 1. That Purchasers agree to pay to Sellers for the above  
27 described real and personal property the sum of \$100,000.00 to be  
28 paid in monthly installments of not less than \$1,000.00 including  
29 interest at 8% on the deferred balance, the first payment to be  
30 due on the 25 day of MARCH, 1974, with a like pay-  
31 ment on the 25th day of each month thereafter until the entire  
32 purchase price, both principal and interest, has been paid in full.

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1 2. That no partial payment or prepayment for partial releases  
2 as hereinafter provided for, shall be credited in lieu of any  
3 regular future payments, nor excuse the Purchasers from making the  
4 regular monthly payments as specified in this agreement.

5 3. The Purchasers acknowledge that they have made an independ-  
6 ent investigation and inspection of the real property and personal  
7 property herein described, and that they have read the title report  
8 of Transamerica Title Insurance Company, No. 28-6427, and that they  
9 have entered into this contract without relying upon any statement  
10 or representation not specifically embodied in this agreement, and  
11 that they are purchasing the property herein described in its  
12 present condition.

13 4. The Sellers shall furnish at the Purchasers expense, a  
14 Purchasers' Title Insurance Policy, issued by the Transamerica  
15 Title Insurance Company, in the amount of \$100,000, insuring  
16 Purchasers against loss or damages sustained by Purchasers by  
17 reason of any defect in the title of Sellers, and insuring market-  
18 able title in the Sellers subject to the above set forth exceptions  
19 and agreements of the parties hereto as provided for herein.

20 5. That upon receipt by the escrow holder of the following  
21 amounts, in addition to said monthly payments, within any one  
22 calendar year, said escrow holder is hereby directed to release  
23 from escrow unto Purchasers, or either of them, the following  
24 enumerated deeds:

- 25 a) Within any one calendar year, the sum of \$21,500 for  
26 parcels 2 and 6 referred to on said Exhibit "1";  
27 b) Within any following calendaryear, the sum of \$19,500.00  
28 for parcels 1 and 5;  
29 c) Within any following calendar year, the sum of \$15,000  
30 for parcel 8;  
31 d) Within any following calendar year, the sum of \$10,000  
32 for parcel 7;

That with respect to the trust deeds and mortgages above re-  
ferred to on Exhibit "2", Sellers agree to:

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1 a) Pay and perform the terms thereof as provided in  
2 said mortgages and trust deeds and the obligations  
3 secured thereby and to satisfy the same in full upon  
4 said above sums being paid into escrow and to ob-  
5 tain and record satisfactions thereof upon receiv-  
6 ing said payment and/or final payment by Purchasers  
7 on this agreement;

8 b) To hold Purchasers harmless from and indemnify Pur-  
9 chasers against any and all liability, loss, or dam-  
10 age Purchasers might otherwise suffer by reason of  
11 said mortgage and/or trust deed liens, including,  
12 but not limited to, claims, costs, demands, attorney  
13 fees, or judgments, and to defend Purchasers from  
14 any claims brought or suits or actions filed against  
15 Purchasers by reason of the aforesaid mortgages  
16 and/or trust deeds;

17 c) That in the event Sellers shall fail to so pay  
18 punctually the said trust deeds and/or mortgages and  
19 cause satisfactions thereof to be recorded, Pur-  
20 chasers may cause the same to be paid and any such  
21 payment so made shall be deducted from the purchase  
22 price of said property on the date such payment is  
23 made, and, in such case, the escrow holder is hereby  
24 directed and authorized to so deduct such amount  
25 from the contract balance and purchase price upon  
26 being tendered a proper receipt therefor.

27 6. Upon execution of this Contract, Sellers shall execute  
28 their proper Warranty Deeds conveying said parcels to the Pur-  
29 chasers free and clear as of this date of all encumbrances except  
30 as hereinabove set forth, and to place said Warranty Deeds together  
31 with the original of this Contract, in escrow with First Federal  
32 Savings and Loan Association of Klamath Falls, Oregon, and all  
payments hereafter made on this contract of principal and/or  
interest, shall be made through the escrow holder. Deeds to the  
above parcels to be released with appropriate escrow instructions  
in accordance with this agreement.

7. Purchasers shall be entitled to possession of the above-

described real property on the date hereof, and shall remain in  
possession so long as Purchasers are not in default.

8. Purchasers agree to maintain said premises in accordance  
with the laws, ordinances and regulations of any constituted author-  
ity applying to said premises, and to make no unlawful use thereof  
to pay regularly and seasonably and before the same shall become

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1 delinquent, all taxes, assessments and charges of whatever  
2 nature levied and assessed against said real property; to pay and  
3 discharge all encumbrances hereafter placed thereon by Purchasers  
4 and to permit no lien or other encumbrance to be filed upon or  
5 placed against said premises without the written consent of the  
6 Sellers.

7 9. The parties hereto agree to pro-rate taxes and insurance  
8 upon the premises as of the date <sup>HEREOF</sup> of closing, and Purchasers agree  
9 to keep the buildings now on or hereafter placed on the above-  
10 described real property insured against loss by fire or other  
11 casualty in an amount not less than the maximum insurable value,  
12 and shall obtain at their own expense, said insurance in a company  
13 or companies agreeable to Sellers, loss, if any, payable to Sellers  
14 and Purchasers as their respective interests shall appear.

15 10. It is further understood and agreed that on certain  
16 parcels here involved subject to trust deeds and/or mortgages, the  
17 provisions thereof require that the Sellers pay the taxes and in-  
18 surance through the mortgagee or the beneficiary thereof, as the  
19 case may be, it being understood between the parties that the  
20 Sellers shall have the right to add said amount of the taxes and  
21 insurance so paid to the principal of this contract by delivering  
22 receipts for the taxes and insurance so paid to the Escrow Holder.

23 11. It is further understood and agreed that if the Purchasers  
24 fail to pay or discharge any taxes, assessments, liens, encum-  
25 brances or charges which they are obligated hereunder to so do,  
26 the Sellers at their option and without waiver of default or breach  
27 of the Purchasers, and without being obligated to do so, may pay or  
28 discharge all or any part thereof, and any sums so paid by Sellers  
29 shall become repayable by Purchasers with interest at the rate of  
30 10 per cent per annum, upon demand, payment of which is part of the  
31 performance of this agreement by Purchasers and a condition pre-  
32 cedent to delivery of the Warranty Deeds and other documents by

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1 the Escrowee.

2 12. In the event of acquisition of a portion of the real pro-  
3 perty described in this contract by eminent domain or by sale in  
4 lieu of eminent domain, the Sellers may require the Purchasers to  
5 apply all proceeds received by Purchasers from such acquisition  
6 (remaining after payment by Purchasers of attorney's fees, appraiser  
7 fees and other necessary costs in connection with securing said  
8 proceeds), which proceeds are hereinafter called "net proceeds",  
9 toward the payment of the sum secured by this contract. Upon re-  
10 ceipt of said net proceeds, Purchasers shall notify Sellers of  
11 the amount os said net proceeds, and Sellers shall within ten days  
12 after such notification, advise Purchasers in writing of the  
13 Sellers elect to have said net proceeds or any part thereof,  
14 applied toward payment of the sum secured by this contract.

15 If Sellers elect to have said net proceeds applied toward  
16 payment of the sum secured by this contract, the amount to be re-  
17 ceived by Sellers shall in no event exceed the total of the prin-  
18 cipal plus accrued interest to the date of receipt thereof by  
19 Sellers, all such sums to be paid to the escrow holder.

20 The Sellers further agree to join in any conveyance required  
21 by any entity acquiring a portion of the real proeprty described  
22 herein by eminent domain or by negotiated sale, but Sellers shall  
23 not be required to partially convey more property than that which  
24 is acquired by the condemnor.

25 13. The parties hereto agree to pro-rate any city liens and  
26 county road assessments as of this date and Purchasers shall pay  
27 the then remaining balance and interest and hold Sellers harmless  
28 therefrom.

29 14. That Sellers shall cause to be paid all South Suburban  
30 Sanitary charges to the date hereof as the same may affect said  
31 real property.

32 15. That Sellers shall further cause to be paid no later

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1 than the date the first parcel of real property is released  
2 that certain judgment in favor of Klamath County, Oregon, and  
3 docketed in Book we at page 268 in the amount of \$4,792.66,  
4 official records of Klamath County, Oregon, and promptly there-  
5 after cause the satisfaction thereof to be recorded in said re-  
6 cords.

7 16. That Sellers shall further, within a reasonable time  
8 hereafter and prior to said principal balance being reduced to  
9 \$75,000.00, deposit in said escrow, unencumbered and executed  
10 titles to said mobile homes with amended escrow instructions to  
11 deliver same unto Purchasers at such time as the unpaid principal  
12 balance of this agreement is reduced to \$75,000.00 and in the  
13 event of Sellers failure to do so, then and in such case, Purchasers  
14 shall receive credit on this contract of \$7,500.00 and the escrow  
15 holder is directed and hereby authorized, in such case, to so  
16 credit the account by reducing the balance of the unpaid balance  
17 by said sum.

18 17. That Purchasers shall be entitled to a Bill of Sale to  
19 said personal property described on Exhibit 3 at such time as they  
20 have paid \$5,000.00 on account of the purchase price.

21 18. That upon the execution hereof the parties hereto shall  
22 on said date pro-rate all rental monies with respect to said real  
23 property and mobile homes which are rented.

24 19. Purchasers can prepay up to 29% of the deferred balance  
25 of the purchase price in any one calendar year, it being under-  
26 stood that said 29% shall not include the monthly payments on said  
27 contract as herein provided for.

28 Time is material and of the essence hereof, and failure of the  
29 Purchasers to make any of said payments as the same fall due or  
30 within thirty days thereafter or to observe the covenants of this  
31 contract, shall entitle the Sellers at their option to terminate  
32 this contract.

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1 Thirty days' notice of such election to terminate this con-  
2 tract shall be given in writing by Sellers to Purchasers and to  
3 the First Federal Savings and Loan Association of Klamath Falls,  
4 Oregon, in whose hands the escrow agreement is placed.

5 For the purpose of giving notice to Purchasers in case of  
6 such default, it shall be sufficient if such notice is properly  
7 mailed through the United States Mails by certified mail, return  
8 receipt requested, to Purchasers at their last known place of  
9 address.

10 In the event that Purchasers should so default in said con-  
11 tract, Purchasers shall forfeit all payments theretofore made  
12 hereunder as agreed rental for the use of said property, and Sellers  
13 shall have the right to be reinstated to their former estate, and  
14 the Warranty Deeds deposited in escrow shall be delivered over  
15 immediately by the escrowee to the Sellers or either of them.

16 The remedies herein provided shall not be exclusive, but  
17 Sellers shall have such other and further remedies as shall be  
18 meet and proper in law and in equity.

19 No waiver by Sellers of any breach of this contract by Pur-  
20 chasers shall be construed as a waiver of any subsequent breach.

21 Should it become necessary for either party to maintain any  
22 suit or action to enforce the terms of this contract and be success-  
23 ful in such litigation, the other party agrees to pay in addition  
24 to costs and disbursements, such sum as the Court may adjudge  
25 reasonable as attorneys' fees for any appeal thereof.

26 The terms of this agreement shall inure to the benefit of and  
27 be binding upon the heirs, assigns and personal representatives of  
28 the parties hereto.

29 This agreement contains the whole understanding of the parties  
30 with respect to the subject hereof and no modification shall be  
31 given effect unless the same be in writing subscribed by the parties  
32 hereto or their successors in interest.

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1 IN WITNESS WHEREOF, the parties hereto have set their hands  
2 the day and year first hereinabove written.

3 SELLERS: Grover B. Leach  
4 Ida M. Leach

5 PURCHASERS: Rayburn D. South  
6 Gayle I. South

7 STATE OF OREGON )  
8 ) ss. March 1, 1974  
9 County of Klamath )

10 Personally appeared the within named GROVER B. LEACH and IDA  
11 M. LEACH, husband and wife, and acknowledged the foregoing instru-  
12 ment to be their voluntary act and deed.

13 BEFORE ME: Paul H. Owen  
14 Notary Public for Oregon  
15 My Commission expires: 9-26-77

16 STATE OF OREGON )  
17 ) ss. March 1, 1974  
18 County of Klamath )

19 Personally appeared the within named RAYBURN D. SOUTH and  
20 GAYLE I. SOUTH, husband and wife, and acknowledged the foregoing  
21 instrument to be their voluntary act and deed.

22 BEFORE ME: Paul H. Owen  
23 Notary Public for Oregon  
24 My Commission expires: 9-26-77

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The following description  
PARCEL 1  
The North half  
That part of  
Beginning at  
the North 1/2  
along a line  
of 200 feet  
said Lot 1  
thence North  
feet to  
PARCEL 2  
Lot 5  
PARCEL



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The following described real property in Klamath County, Oregon:

PARCEL 1

The Northerly 140 feet of the following described property:

That part of Lot 21, VIGORY ACRES, described as follows:

Beginning at the Northwest corner of said Lot 21; thence East along the North line of said Lot 21 a distance of 100 feet; thence South along a line parallel to the West line of said Lot 21 a distance of 200 feet; thence West along a line parallel to the North line of said Lot a distance of 100 feet to the West line of said Lot 21; thence North along the West line of said Lot 21 a distance of 200 feet to the point of beginning.

PARCEL 2

Lot 5 in Block 93, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS.

PARCEL 3

Lots 10 and 11 in Block 6, THIRD ADDITION TO ALTAMONT ACRES.

PARCEL 4

The N 1/2 of Lot 6 in Block 2, HOME ACRES.

continued ...

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description continued ...

PARCEL 5

A tract of land more par  
Beginning at a point wh  
of 680.3 feet and South  
the iron pin which may  
3, 10 and 11, Townshi  
Meridian, and running  
distance of 100 feet  
distance of 144 feet  
distance of 100 feet  
distance of 144.1  
in the S 1/2 S 1/2  
South, Range 9 Ea  
Oregon.

PARCEL 6

Beginning at a  
680.3 feet and  
iron pin which  
10 and 11, To  
Meridian, ru  
thence North  
24' East a  
of 144.3 f  
N 1/2 SE 1  
the Willa

PARCEL 7

The N 1  
Block

PARC



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description continued ...

PARCEL 5

A tract of land more particularly described as follows:

Beginning at a point which lies North  $1^{\circ} 14'$  West a distance of 680.3 feet and South  $89^{\circ} 26'$  West a distance of 630 feet from the iron pin which marks the section corner common to Sections 2, 3, 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian, and running thence: Continuing South  $89^{\circ} 26'$  West a distance of 100 feet to an iron pin; thence North  $1^{\circ} 14'$  West a distance of 144 feet to an iron pin; thence North  $89^{\circ} 24'$  East a distance of 100 feet to an iron pin; thence South  $1^{\circ} 14'$  East a distance of 144.1 feet, more or less, to the point of beginning, in the S  $1/2$  S  $1/2$  N  $1/2$  SE  $1/4$  SE  $1/4$  of Section 3, Township 39 South, Range 9 East of the Willamette Meridian, in Klamath County, Oregon.

PARCEL 6

Beginning at a point which lies North  $1^{\circ} 14'$  West a distance of 680.3 feet and South  $89^{\circ} 26'$  West a distance of 205 feet from an iron pin which marks the section corner common to Sections 2, 3, 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian, running thence South  $89^{\circ} 26'$  West a distance of 125 feet; thence North  $1^{\circ} 4'$  West a distance of 144.2 feet; thence North  $89^{\circ} 24'$  East a distance of 125 feet; thence South  $1^{\circ} 14'$  East a distance of 144.3 feet, more or less, to the place of beginning, in S  $1/2$  S  $1/2$  N  $1/2$  SE  $1/4$  SE  $1/4$  of Section 3, Township 39 South, Range 9 East of the Willamette Meridian.

PARCEL 7

The N  $1/2$  of Lot 1 and the West 70 feet of the N  $1/2$  of Lot 2 in Block 2 of PLEASANT VIEW TRACTS.

PARCEL 8

Lot 12 in Block 7 of FAIRVIEW ADDITION NO. 2 TO THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

EXHIBIT "1"

FORM No. 633

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subject to the usual printed stipulations and exceptions appearing in such form policy and also the following:

- ✓ 1. Taxes for the year 1970-71 delinquent in the amount of \$63.50, plus interest. (CODE 41 MAP 3909-223 TL 3500) ✓

Taxes for the year 1971-72 delinquent in the amount of \$146.55, plus interest. (CODE 41 MAP 3909-223 TL 3500) ✓

- ✓ 2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District. (Affects Parcel 1 and 7)

3. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District. (Affects Parcels 3, 4, 5 and 6)

continued ...

This Report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefore paid.

Form No. 9-734  
(Previous Form No. TAO 101)

EXHIBIT "2"

A-2413  
FORM No. 653  
1967/50

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4. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District. (Affects Parcels 1, 3, 4, 5, 6 and 7)

5. Trust Deed, including the terms and provisions thereof, dated July 6, 1962, recorded July 11, 1962 in Mortgage Book 211 at page 473, given to secure the payment of \$11,250.00, with interest thereon and such future advances as may be provided therein, executed by Elmer E. Blanchard and Martha Jane Blanchard, husband and wife, to William Ganong, trustee for beneficiary First Federal Savings and Loan Association of Klamath Falls, Oregon, a corporation. (Affects Parcel 2)

6. The rights of the public in and to that portion of the above property lying within the limits of Bristol Avenue.

7. Reservations contained in deeds by Western Cities Company and Oregon Corporation, recorded November 29, 1933 in Volume 102 at page 40, on Lot 10 and recorded April 23, 1943 in Volume 154 at page 561 on Lot 11. (ditches and pipe lines for irrigation and domestic water) (Affects Parcel 3)

8. Irrigation Easement, including the terms and provisions thereof, contained in deed from Frank Ira White, et ux., to J. L. Nendel, recorded November 4, 1941 in Deed Volume 142 at page 244. (Affects Parcel 4)

9. Reservations in deed from T. L. McEnerney recorded June 12, 1943 in Book 156 at page 99, Deed Records. "...easement for ditches and pipelines across North end of lot for irrigation and domestic water." (Affects Parcel 5)

10. Right of way to United States for 1-C drain dated October 10, 1916, recorded October 10, 1916 in Deed Book 46 at page 159. (Affects Parcel 6)

11. Reservations as shown in deed from W. C. Townsend, et ux., to William J. Newman, dated May 5, 1925, recorded August 3, 1933 in Deed Book 96 at page 460, as follows: "Together with easement over property adjoining North for irrigation ditch." (Affects Parcel 6)

12. Reservations, as set forth in deed from C. C. Lewis, et ux., to Ralph O. Vincent, et ux., recorded February 24, 1937 in Deed Volume 108 at page 283, Deed Records. (Affects Parcel 7)

13. Reservation in deed from Frank Kennebeck, et ux., to Charles L. Cox, et ux., recorded May 19, 1959 in Deed Volume 312 at page 473, Records of Klamath County, Oregon. (Affects Parcel 7)

EXHIBIT "2"

continued ...

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FORM No. 632  
1967/50  
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14. Mortgage, including the terms and provisions thereof, dated May 16, 1959, recorded May 19, 1959 in Mortgage Book 190 at page 51, given to secure the payment of \$9,200.00, with interest thereon and such future advances as may be provided therein, executed by Charles L. Cox and Marlene Y. Cox, husband and wife to First Federal Savings and Loan Association of Klamath Falls, a Federal corporation. (Affects Parcel 7)

\*15. Mortgage, including the terms and provisions thereof, dated June 5, 1963, recorded June 6, 1963 in Book 217 at page 514, Mortgage Records, given to secure the payment of \$5,500.00, with interest thereon and such future advances as may be provided therein, executed by Robert B. Hall and Peggy Hall to Paul R. Monroe and Madeline M. Monroe. (Affects Parcel 5)

By instrument recorded August 17, 1971 in Book M-71 at page 8596, Microfilm Records, the above mortgage was assigned to Arthur R. Monroe.

16. City lien dated April 17, 1973, Improvement Unit 235, Card 26, in the original amount of \$389.31. (Affects Parcel 2)

17. County Road Assessment, Improvement Unit 78, page 332, docketed December 18, 1968 in the original amount of \$452.47, unpaid balance \$235.31 plus interest. (Affects Parcel 1)

18. County Road Assessment, Improvement Unit 79, page 338, docketed December 18, 1968 in the original amount of \$298.76, unpaid balance \$179.32 plus interest. (Affects Parcel 5)

19. County Road Assessment Improvement Unit 79, page 338, docketed December 18, 1968 in the original amount of \$373.45, unpaid balance \$224.09 plus interest. (Affects Parcel 6)

20. County Road Assessment, Improvement Unit 65, page 278, docketed February 27, 1967 in the original amount of \$654.57, unpaid balance \$256.84, plus interest. (Affects Parcel 7)

21. A judgment entered January 13, 1970 in Docket Book 23, page 268, line 1, in the amount of \$4,792.66, against G. B. Leach doing business as Leach Service Co., in favor of Klamath County. Renewal of Docket Book 17, page 78, line 1.

continued ...

EXHIBIT "2"

A-2416  
FORM No. 632  
1967/50  
KNO  
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A-

MAR 15 3 30 PM 1974



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22. Agreement for canal and tunnel line, given by G. W. White and Nina White his wife, to United States of America, dated October 18, 1905, recorded March 5, 1906 in Deed Book 18 at page 500. (Affects Parcel 8)

23. Trust Deed, including the terms and provisions thereof, dated November 9, 1966, recorded November 9, 1966 in M-66 at page 11642, given to secure the payment of \$6,000.00, with interest thereon and such future advances as may be provided therein, executed by Douglas E. Hickman, a single man to William Ganong, trustee for beneficiary First Federal Savings and Loan Association of Klamath Falls, Oregon. (Affects Parcel 8)

24. City Street Improvement #220, Card 73, docketed July 21, 1970 in the original unpaid amount of \$708.47, plus interest, for the improvement of Delta Street. (Affects Parcel 8)

Note: We find no judgments or United States Internal Revenue Liens against RAYBURN D. SOUTH or GAYLE I. SOUTH.

Note: Taxes for the year 1973-74 in the amount of \$209.14, paid in full. (CODE 1 MAP 35-17 TL 40)

Taxes for the year 1973-74 in the amount of \$310.02, paid in full. (CODE 1 MAP 36-16 TL 5)

Taxes for the year 1973-74 in the amount of \$140.13, paid in full. (CODE 41 MAP 3909-211 TL 3100)

Taxes for the year 1973-74 in the amount of \$203.40, paid in full. (CODE 41 MAP 3909-223 TL 3500)

Taxes for the year 1973-74 in the amount of \$165.82, paid in full. (CODE 41 MAP 3909-103 TL 2500)

Taxes for the year 1973-74 in the amount of \$82.24, paid in full. (CODE 41 MAP 4124 TL 30)

Taxes for the year 1973-74 in the amount of \$150.83, paid in full. (CODE 41 MAP 4326 TL 149)

Taxes for the year 1973-74 in the amount of \$39.75, paid in full. (Account No. 41-48161 Mobile Home)

Taxes for the year 1973-74 in the amount of \$25.89, paid in full. (Account No. 41-51539 Mobile Home)

TRANSAMERICA TITLE INSURANCE CO.

BY *Robert L. Walker*  
ROBERT L. WALKER,  
Examiner

RLW:bjm

EXHIBIT "2"

A-2416  
FORM No. 632  
1967/50

KNO  
husb

A-

MAR 15 3 34 PM 1971



3361

EXHIBIT "3"

Furniture Included

4033 Mack St.

Range

Refrigerator

Double Bed

Dresser Set

Dining Table and 4 Chairs

Davenport and 2 Rockers

1305 California Ave.

Range and Refrigerator

1833 Arthur St.

Range and Refrigerator

STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:  
PRENTISS K. PUCKETT P.C.  
on this 13th day of MARCH A.D., 19 74  
at 3:14 o'clock P.M. and duly  
recorded in Vol. M 74 of DEEDS  
Page 3347

WM. D. MILNE, County Clerk

By *Hazel Dwyer* Deputy.  
Fee \$30.00