

A-27449
WHEN RECORDED MAIL TO: 25954
Giacomini, Jones & Zamsky
Attorneys at Law
A Professional Corporation
635 Main Street
Klamath Falls, OR 97601

MAIL TAX STATEMENTS TO:

Mrs. Nancy Barnes Coffin
Rt. 1, Box 660 F
Klamath Falls, OR 97601

(Don't use this
space; reserved
for recording
label in coun-
ties where
used.)

FEE \$3.00

Page 3344
STATE OF OREGON

County of Klamath

I certify that the within instrument
was received for record on the 25 day
of February, 1977,
at 2:23 o'clock P.M. and recorded
in book M 77 on page 3344 or as
filing fee number 25954, Rec-
ord of Deeds of said County.

Witness my hand and seal of County
affixed.

WM. D. MILNE

COUNTY CLERK

Title

By Hazel Drayton Deputy

WARRANTY DEED

H. R. Schlecht and Della Schlecht,

GRANTOR, conveys and warrants to

Nancy Barnes Coffin, as Trustee,

GRANTEE, the following described real property situate in Klamath County, Oregon, free of encumbrances except as
specifically set forth below:

S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 16, Township 40 South, Range 10 East of the
Willamette Meridian.

SUBJECT TO: Acreage and use limitations under provisions of United
States Statutes and regulations issued thereunder, and Liens and
assessments of Klamath Project and Klamath Irrigation District, and
regulations, easements, contracts, water and irrigation rights in
connection therewith.

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 0.00 . However,
the actual consideration consists of or includes other property or value given or promised which is [part of the] [the whole]
consideration.

In construing this deed and where the context so requires, the singular includes the plural.

Dated this 23 day of February, 1977.

H. R. Schlecht

Della Schlecht

STATE OF OREGON, County of Klamath) ss. February 23, 1977
Personally appeared the above named H. R. Schlecht and Della Schlecht

and acknowledged the foregoing instrument to be their voluntary act and deed

(Official Seal)

Before me:

Notary Public for Oregon

My commission expires

Aug 5, 1978

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Giacomini, Jones & Zamsky
Attorneys at Law
A Professional Corporation
635 Main Street
Klamath Falls, Oregon 97601
Telephone: 503/884-7728

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void; (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or of a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$14,500.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which):

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Eleanor M. Freeman, Diana L. Deaton, Sharon M. Rowe, Marjorie Morgan, Ray Kirkpatrick
 Thomas Freeman by S. J. Baylor, his attorney in fact

STATE OF OREGON, California } ss.
 County of Orange }
 December 5th, 1976

STATE OF OREGON, County of } ss.
 December 5th, 1976

Personally appeared the above named Sharon M. Rowe, Diana L. Deaton, Marjorie Morgan, Ray Kirkpatrick, Eleanor M. Freeman, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of

and acknowledged the foregoing instrument to be the voluntary act and deed of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: LUELLA DEATON, NOTARY PUBLIC - CALIFORNIA, ORANGE COUNTY. My commission expires Sept. 29, 1978.

Before me: Notary Public for Oregon. My commission expires:

Section 4 of Chapter 618, Oregon Laws 1975, provides:

"(1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.

"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(RECORDING FORWARDED)

Terms and conditions continued.

In the event sellers cannot furnish evidence of clear title to subject property on or before April 15, 1977, the entire \$3,000.00 deposit is to be returned to buyers and this contract is to be considered null and void. Contract payment made to seller in accordance with reverse side of contract shall be considered rent, to be retained by sellers, and buyers agree to vacate the property promptly, leaving same in its present condition.

At the time contract is paid in full, sellers agree to transfer title to 1971 Tamarack Mobile Home, Serial #161,964,2233 Stk. #394A, which is presently located on property.

Step 1
Misc-155 (CS) Acc. Ind. Ariz. (Rev. 9-73)

STATE OF CALIFORNIA
COUNTY OF Orange } ss.
On December 5, 1976 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Sharon M. Rowe, Diana L. Deaton,
Marjorie Morgan, Kay Kirkpatrick and Eleanor
M. Freeman

known to me
to be the person s whose name s are subscribed to the
within instrument and acknowledged that they executed the
same.

Luella Deaton

3337



FOR NOTARY SEAL OR STAMP



Step 2
(7-11) Attorney-in-Fact (Rev. 12-73)

STATE OF CALIFORNIA
COUNTY OF Orange } ss.
On December 5, 1976 before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared S. J. Baylor
known to me to be the person whose name is
subscribed to the within instrument, as the Attorney in fact of
Thomas Freeman
and acknowledged to me that she subscribed the name
of Thomas Freeman thereto as
principal and her own name as Attorney in fact.

Signature Luella Deaton



FOR NOTARY SEAL OR STAMP



STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 25th day of
February A.D., 19 77 at 2:20 o'clock P M., and duly recorded in Vol. M 77
of Deeds on Page 3335.

FEE \$9.00

WM. D. MILNE, County Clerk
By Hazel Ennis