

A-27837

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28237

Contract To Buy Acreage

Date 4/5/77. City of Portland State of OREGON

Frank Galgano, A single man

Agrees to sell and

Mike Wilwerding & Betty Wilwerding, Hus. & Wife.

the following described real property subject to mortgages, trust deeds, grazing lease and easements of record:
 County of Klamath State of Ore.
 Township Range Section

See EXhibit "A" attached

6 Acres more or less.

Reserving a non exclusive 30 foot easement for public use for ingress, egress and utilities around property and on any existing roads or pipe lines.

Purchase price to be \$ 3,890.00 . Purchase price to be paid as follows: \$ 400.00 down.

Balance to be paid with
 interest from 4/15/77 at 10% 8 1/2 per annum in installments of \$ 43.28 per
 month, or more, on the 15th day of each calendar month, beginning on the 15th day of May and
 continuing until 120 , at which time the entire unpaid balance will become due and payable.

There will be a \$2.00 late fee if any payment is delinquent over 7 days.

Seller agrees to deliver to buyer a deed conveying title when this contract is paid in full and at that time Seller will furnish Buyer with a Title Policy at Buyers expense. Seller presently holds title to this property either by contract or deed. Seller is not reserving any oil or mineral rights. Buyer to receive all sellers oil and mineral rights. There will be no proration of taxes in this contract. Buyer to pay all taxes that become due after date of the contract. The taxes were about \$ 10.00 last year. This contract will pay off in about 10 years.

Until this Property is paid for in full, Buyer may not cut down any trees or plants except to clear a Road or Building Pad.

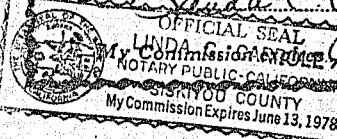
Time is of the essence in this contract. In the event Buyer fails to make any payments when due. Seller may mail Buyer, at his last known address, a 15 day notice to bring payments current. Buyer understands that if payments are not brought current within said 15 day period, Seller may keep all monies paid him and Seller will be released from any obligation of delivering title.

Buyer is not acting on any representations of Seller or his agent, except as specifically set forth in writing herein. BUYER UNDERSTANDS THAT THE PROPERTY BEING SOLD IS UNIMPROVED ACREAGE AND THERE ARE NO ROADS, WATER OR UTILITIES TO THE PROPERTY. BUYER MAY HAVE BEEN SHOWN A MOVIE OF THE GENERAL AREA WHERE THE LAND IN THIS CONTRACT IS LOCATED, HOWEVER, NO REPRESENTATIONS WERE MADE THAT THE EXACT PARCEL BEING SOLD WAS SHOWN IN THIS MOVIE. THIS PROPERTY HAS NOT BEEN SURVEYED OR STAKED AND SELLER SHALL NOT BE REQUIRED TO DO SAME. THERE IS A DEED OF TRUST, SECURED BY THIS PROPERTY, ON WHICH SELLER AGREES TO MAKE SCHEDULED PAYMENTS UNTIL PAID IN FULL.

Buyer and Seller hereby acknowledge receipt of signed copy of this agreement.

Seller Frank Galgano
 STATE OF OREGON, CALIFORNIA } SS.
 COUNTY OF Deschutes
 On April 6, 1977 before me the under-
 signed, a Notary Public in and for said State, personally appeared
Frank J. Galgano

known to me
 to be the person whose name is subscribed to the within
 instrument and acknowledged that he executed the same.
 WITNESS my hand and official seal.



Buyer Mike Wilwerding
Betty Wilwerding
 STATE OF OREGON, } SS.
 COUNTY OF Multnomah
 On April 15, 1977 before me the under-
 signed, a Notary Public in and for said State, personally appeared
Mike Wilwerding and Betty
Wilwerding

known to me
 to be the person whose name is subscribed to the within
 instrument and acknowledged that they executed the same.
 WITNESS my hand and official seal.

Linda A. Campbell
 Notary Public for Oregon.
 My Commission expires 12-29-78

Return address on back side!

EXHIBIT A

6514

Those portions of Block 18 of Oregon Pines as recorded in Klamath County Oregon, described as follows:

Parcel 8:

Lot 10 and that portion of Lot 86 more particularly described as follows:
Beginning at the Northwest corner of Lot 10, said point being the true point of beginning thence South $28^{\circ} 32' 10''$ East 640' thence South $61^{\circ} 27' 50''$ West 260' more or less to the Southeast corner of Lot 68 thence North $35^{\circ} 55' 48''$ West 270.73' thence North $43^{\circ} 04' 09''$ West 469.03' thence in a Southeasterly direction 415' more or less to the true point of beginning.

6 acres more or less.

willverding

Return to:

Frank Galgano
P.O. Box 238
Juleslake, California
96143

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of KIAMATH COUNTY TITLE CO

this 18th day of APRIL A.D. 1977 at 2:31 o'clock P.M. and

duly recorded in Vol. M 77, of DEEDS on Page 6513

FEE \$ 6.00

Wm D. MILNE, County Clerk

Wm D. Milne