

31602

## Contract To Buy Acreage

Date 6/23/77

City of Portland State of OREGON

Frank Galgano

Agrees to sell and

Robert D. Benjamin &amp; Sherry L. Benjamin, hus &amp; wife

agrees to purchase

the following described real property subject to mortgages, trust deeds, grazing lease and easements of record:

County of XXXX Klamath State of Oregon  
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 \$ 3,490.00 . Purchase price to be paid as follows: \$ 400.00 down.  
Balance to be paid withinterest from 6/23/77 at 10% 83 per annum in installments of \$ 36.31 per  
month, or more, on the 15th day of each calendar month, beginning on the 15th day of July and  
continuing until 120mos , at which time the entire unpaid balance will become due and payable.

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

Parcel 6:

Lot 63 and that portion of Lot 86 more particularly described as follows:  
Beginning at the most Southerly point of Lot 19 thence North 28° 32' 10"  
West 640' thence South 61° 27' 50" West 300' more or less to the  
Easterly line of Lot 64, thence South 25° 11' 50" East 240' more or  
less to the Southeast corner of Lot 64 thence South 30° 04' 26" West  
265' thence in an Easterly direction 600' more or less to the true  
point of beginning.

6 acres more or less

MOVIE OF THE GENERAL AREA WHERE THE LAND IN THIS CONTRACT IS DESCRIBED.  
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

STATE OF ~~OREGON~~ CALIFORNIA } SS.  
COUNTY OF SiskiyouOn May 17, 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

STATE OF OREGON,  
COUNTY OF Multnomah } SS.  
On June 23, 1977 before me the under-signed, a Notary Public in and for said State, personally appeared  
Robert D. Benjamin and Sherry L. Benjamin

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

Shelma J. Lippert  
Notary Public for Oregon.  
My Commission expires 12-29-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of  
June A.D., 19 77 at 11:04 o'clock A M., and duly recorded in Vol M77,  
of DEEDS on Page 11259.

WM. D. MILNE, County Clerk

interest from 6/23/77 at 10% 81 per annum in installments of \$ 36.31 per month, or more, on the 15th day of each calendar month, beginning on the 15th day of July and continuing until 120 mos 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.

Balance to be paid with

11280

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 seller's 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 J. Galgano

Buyer

Robert D. Benjamin and Sherry L. Benjamin

STATE OF ~~OREGON~~ CALIFORNIA } SS.

COUNTY OF Siskiyou

On May 17, 1977 before me the undersigned, a Notary Public in and for said State, personally appeared Frank J. Galgano

STATE OF OREGON, } SS.

COUNTY OF Multnomah

On June 23, 1977 before me the undersigned, a Notary Public in and for said State, personally appeared Robert D. Benjamin and Sherry L. Benjamin

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.

Linda C. Carroll



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

Shelma J. Lipper

My Commission expires 12-29-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of June A.D., 19 77 at 11:01 o'clock A M., and duly recorded in Vol. M77 of DEEDS on Page 11259.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By Harold Brazil Deputy