

31707

Vol. <sup>m</sup> 77 Page 11379

A 28090

MEMORANDUM OF CONTRACT

TO: Clerk of Klamath County, Klamath Falls, Oregon.

That on the 27 day of June, 1977, a contract of sale was entered into between JOHNNY MARSHALL ELLIOTT, hereinafter called seller, and HAROLD L. TAYLOR and WILDA J. TAYLOR, husband and wife, and GEORGE W. TAYLOR and PATRICIA A. TAYLOR, husband and wife, hereinafter called buyers, in consideration of the agreements therein contained on the following legal description, situated within the County of Klamath, Oregon:

PARCEL 1

N 1/2 S 1/2 NE 1/4 Section 15 Township 36 S.R. 10 E.W.M., SAVING AND EXCEPTING therefrom that portion thereof lying Northwest of the Oregon, California & Eastern Railroad Company right of way.

PARCEL 2

NE 1/4 SW 1/4, SAVING AND EXCEPTING that portion thereof lying Northwest of the Oregon, California & Eastern Railroad Company right of way; N 1/2 SE 1/4, SAVING AND EXCEPTING therefrom that portion thereof lying East of Squaw Flat Road; S 1/2 S 1/2 NE 1/4, SAVING AND EXCEPTING therefrom that portion conveyed to Klamath County by Deed Vo. M70, page 7235, and any portion thereof lying East of the county road; all in Section 15 Township 36 S. R. 10 E.W.M.

Excepting an easement 30 feet in width for ingress and egress along the south boundary of the above described parcel reserved for the benefit of the adjacent real property retained by seller.

## SUBJECT TO:

1. Reservations and restrictions contained in Land Status Report recorded December 15, 1958, Vol. 307, page 525, Deed Records of Klamath County, Oregon, as follows: "a. Right of way to California Oregon Power Company for transmission line, approved by Jos. M. Dixon, First Assistant Secretary of the Interior, on March 16, 1931, pursuant to the provisions of the Act of March 4, 1911 (36 Stat. L. 1253). b. Right of way to United States of America, its successors or assigns, for Squaw Flat Road (S-52), approved by Elmo Miller, Superintendent, Klamath Indian Agency, on April 10, 1958, pursuant to the provisions of the Act of February 5, 1948 (62 Stat. 17). c. The above-described property is subject to any other existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights-of-way of record; and there is hereby reserved any and all roads, trails, telephone lines, etc.,

27 JUN 28 11 20

actually constructed by the United States, with the rights of the United States to maintain, operate or improve the same so long as needed or used for or by the United States. (Dept. Instr., January 13, 1916, 44 L.D. 513)."

2. Easements, claims of easement or encumbrances which are not shown by the public records or those apparent on the land and common to the real estate in the area.

This is a memorandum of the Contract of Sale entered into between the parties hereto and does not set out, nor is it intended to set out the actual agreement between the parties. The primary document is a Contract of Sale, together with other documents under the date of June 27, 1977, which is the controlling document, and if any dispute between this memorandum and the primary document should arise, the primary document shall control.

The true and actual consideration for the sale and purchase of said real property is the sum of \$100,000.00.

Johnny Marshall Elliott      Harold L. Taylor  
Johnny Marshall Elliott      Harold L. Taylor, Buyer-Grantee  
Seller-Grantor  
Cecil E. Elliott  
his Attorney in Fact

Wilda J. Taylor  
Wilda J. Taylor, Buyer-Grantee

George W. Taylor  
George W. Taylor, Buyer-Grantee

Patricia A. Taylor  
Patricia A. Taylor, Buyer-Grantee

STATE OF OREGON    )  
County of Klamath ) ss.

Personally appeared Cecil E. Elliott, who, being duly sworn did say that he is the attorney in fact for Johnny Marshall Elliott and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal.

BEFORE ME: June 27, 1977.

[Signature]  
Notary Public for Oregon  
My Commission expires 8-5-79

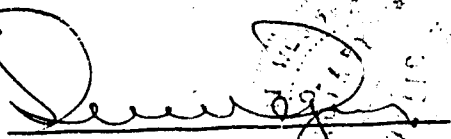
STATE OF OREGON    )  
County of Klamath ) ss.

Personally appeared the above-named Harold L. Taylor,

11381

Wilda J. Taylor, George W. Taylor and Patricia A. Taylor and  
acknowledged the foregoing instrument to be their voluntary  
act and deed.

BEFORE ME: June 21, 1977.

  
Notary Public for Oregon  
My Commission expires: 8-5-79

Mail tax statements to  
Harold Taylor  
et al  
Star Rt. 2, Chiloquin, Or 97624

Return to:

KLAMATH COUNTY TITLE CO.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO  
this 28th day of JUNE A. D. 19 77 at 11:20 o'clock AM. and  
duly recorded in Vol. M77, of DEEDS on Page 11379

FEE \$ 9.00

W. D. MILNE, County Clerk  
By Hazel Drayton