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Until a change is requested, all tax statements shall be sent to the Purchasers at the following address:

Phil F. and Mary G. Barry 3322 Laverne Street Klamath Falls, Oregon 97601

MEMORANDUM OF CONTRACT OF SALE

Vol. 77 Page

ALTERACIÓN (

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And the stars Assessed to be a set 100 A

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A-28228 A Contract of Sale dated the $\underline{)G}$ day of August, 1977, has been executed wherein S. L. MATTHEWS and RUTH MATTHEWS, an estate in fec simple as tenants by the entirety, agreed to sell, and PHIL F. BARRY and MARY G. BARRY, husband and wife, agreed to purchase all of the following described real property situated in Klamath County, Oregon, to-wit:

> Beginning at a point on the East line of Lot 2, Block 6, Third Addition to ALTAMONT ACRES, which lies 150.9 feet South of the Northeast corner of Lot 1 of said Block 6; thence continuing south on the east line of said Lot 2, a distance of 88 feet, more or less, to the southeast corner of said Lot 2; thence west along the south line of said Lot 2 a distance of 99.7 feet to a point; thence north and parallel to the east line of said Lot 2 a distance of 88 feet to a point; thence east and parallel to the south line of said Lot 2 a distance of 99.7 feet to the point of beginning, subject to the usual printed stipulations and exceptions appearing in the usual-form-title-policy-and-also-the-following:

> 1. Taxes for 1977-78, now a lien but not yet payable.

Liens and assessments of Klamath Project and 2 Klamath Irrigation District, and regulations, case-ments, contracts, water and irrigation rights in connection therewith.

Any unpaid charges or assessments of Enterprise Irrigation District.

4. Rules, regulations and assessments of South Suburban Sanitary District.

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Reservations contained in deed from Western Cities Company, a corporation, to E. E. Newcom, dated September 11, 1936, recorded December 2, 1936, on Page 521 of Vol. 107 of Deeds, records of Klamath

MEMORANDUM OF CONTRACT OF SALE -1-

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County, Oregon, follows: "Subject to any right of way heretofore conveyed to U.S. Government or any other governmental body for canals, ditches or laterals for irrigation or drainage purposes. Subject also to any roads, streets, right of way for other purposes now existing. Subject also to operation and maintenance charges and liens for water and drainage of the Klamath Irrigation District. The right is also reserved by grantor to construct and maintain ditches, canals, pipe lines, over, under or across land hereby described for the purposes of diverting and delivering water for irrigation and domestic uses to adjacent properties."

The true and actual consideration paid for this transfer,

stated in terms of dollars, is \$18,000.00

Being duly sworn, said parties depose and say that they have executed the above-described contract and that the statements

contained in this memorandum are true.

BARRY, Purchase S. MATTHEWS. Many Baccu IRY G. BARRY, Purchaser

STATE OF OREGON)) ss County of Klamath)

Personally appeared before me the within named S. L. MATTHEWS and RUTH MATTHEWS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Durph NOTARY PUBLIC FOR OREGON My Commission Expires:

) ss: County of Klamath)

STATE OF OREGON

FEE ______ 6.00

Personally appeared before me the within named PHIL F. BARRY and MARY G. BARRY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

NOTARY PUBLIC FOR OREGON My Commission Expires)

MEMORANDUM OF CONTRACT OF SALE -2-

STATE OF OREGON; COUNTY OF KLAMATH; ss.

WM. D., MILNE, County Clerk Deputy