

1-1-74

37153

BARGAIN AND SALE DEED

Vol. 77 Page 19390

KNOW ALL MEN BY THESE PRESENTS, That SANDRA CAMPBELL MOHR

, hereinafter called grantor,
for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto
JACK W. MITCHELL and SHIRLEY M. MITCHELL, husband and wife,
hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the
tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County
of KLAMATH, State of Oregon, described as follows, to-wit:

Lot Three (3) and Lot Four (4) in Block Four (4) in Riverview
Addition, according to the official duly recorded plat thereof
on file in the office of the Clerk of Klamath County, Oregon.

(If space insufficient, continue description on reverse side)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$

However, the actual consideration consists of or includes other property or value given or promised which is
the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical
changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this day of September, 19 77
if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by
order of its board of directors.

Sandra Campbell Mohr

(If executed by a corporation,
affix corporate seal)

STATE OF OREGON, } ss.
County of JACKSON
September, 19 77

Personally appeared the above named
SANDRA CAMPBELL MOHR

and acknowledged the foregoing instru-
ment to be her voluntary act and deed.

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires 12-10-77

STATE OF OREGON, County of } ss.
September, 19

Personally appeared and

who, being duly sworn,

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

a corporation,

and that the seal affixed to the foregoing instrument is the corporate seal

of said corporation and that said instrument was signed and sealed in be-

half 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:

Notary Public for Oregon

My commission expires:

(OFFICIAL
SEAL)

Mrs. Sandra Campbell Mohr
924 East Main Street
Medford, Oregon 97501

GRANTOR'S NAME AND ADDRESS
Mr. and Mrs. Jack W. Mitchell
1939 Riverside Drive
Klamath Falls, Oregon 97601

After recording return to:

Mr. and Mrs. Jack W. Mitchell
1939 Riverside Drive
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Mr. and Mrs. Jack W. Mitchell
1939 Riverside Drive
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.
County of KLAMATH

I certify that the within instru-
ment was received for record on the
11th day of OCTOBER, 19 77,

at 3:10 o'clock P.M., and recorded
in book M77 on page 19390 or as
file/reel number 37153

Record of Deeds of said county.

Witness my hand and seal of
County affixed.

WM. D. MILNE

By *Harold Dray* Recording Officer
Deputy

FEE \$ 3.00

41300

19394

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and reversion in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial 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 such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Vendees agree to provide Vendors paid receipts upon payment of taxes and insurance.

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 6th day of Oct, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Stanford A. Johnson

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

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

Witness the hands of the parties the day and year first herein written.

Stanford A. Johnson
Kern H. Heinrici

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of OCTOBER A.D., 1977 at 3:18 o'clock P.M., and duly recorded in Vol. M77 of DEEDS on Page 19393.

FEE \$ 6.00

WM. D. MILNE, County Clerk
By Bernetha D. Letich Deputy

Return to Klamath County Title Co.
Mail tax statements to: Kern H. Heinrici, 334 Trinity, Klamath Falls, Oregon.