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MTC 11583

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KNOW ALL MEN BY THESE PRESENTS, That the undersigned, for the consideration hereinafter stated, hereby grants, bargains, sells, assigns and sets over unto BETTY BYRON

her, his heirs, successors and assigns all of the vendor's right, title and interest in and to that certain attached unrecorded contract dated June 18, 1977, between Zarco, Inc., an Oregon Corporation

as seller, and Joan Salmon

as buyer, for the sale and purchase of the following described real estate in Klamath County, Oregon:

and re-assigned by Joan Salmon on the 7th day of September, 1976, to Ronald Snook and Debra Snook, husband and wife, as to an undivided one-half interest, and Edward Snook and Katherine Snook, husband and wife, as to an undivided one-half interest

together with all the right, title and interest of the undersigned in and to all moneys due and to become due on said contract; the undersigned hereby expressly covenants and warrants to the assignee above named that the undersigned is the owner of the vendor's interest in the real estate described in said contract of sale and that the unpaid principal balance of the purchase price thereof is not less than \$5,742.70 with interest paid thereon to NOV. 11, 1977.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$5,742.70. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

In construing this assignment, it is understood that if the context so requires, the singular shall be taken to mean and include the plural, the masculine shall include 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 one or more individuals and/or corporations.

IN WITNESS WHEREOF, the undersigned assignor has hereunto set his hand; if the undersigned is a corporation, it has caused its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

DATED: December 15, 1977.

ZARCO, INC.

(If executed by a corporation, affix corporate seal.)

By

President

By

Secretary

STATE OF OREGON,

County of

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Personally appeared the above named

and acknowledged the foregoing instrument to be voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of Clackamas ss.

December 15, 1977.

Personally appeared Louis Zarosinski and Paul R. Biggs, 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

Zarco, Inc., 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 behalf 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: 3/27/80

NOTE—The sentence between the symbols ©, if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session.

Assignment of
CONTRACT
ZARCO, INC.

TO

BETTY BYRON

WHEN RECORDED RETURN TO

Betty Byron

3612 E Mariposa
Phoenix, Arizona
85018

DOCKET NO.

(DON'T USE THIS SPACE; RESERVED FOR RECORDING LABEL IN COUNTIES WHERE USED.)

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the

day of

at

o'clock M., and recorded in

book on page of the

Records of said County.

Witness my hand and seal of

County affixed.

By

Title.

By Deputy

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C O N T R A C T

This agreement, made this 18 day of June, 1975, by and between ZARCO, INC., an Oregon corporation, hereinafter called SELLER, and JOAN SALMON, hereinafter called PURCHASER.

WITNESSETH:

SELLER agrees to sell to PURCHASER and PURCHASER agrees to purchase from SELLER that certain land situated in Klamath County, Oregon, described as follows:

A parcel of land situated in SE 1/4 of Section 29, T37S, R9E, W.M., Klamath County, Oregon being more particularly described as follows:

Commencing at the southeast corner of said Section 29; thence N88°07'44"W along the south line of said Section 29, 803.28 feet; thence leaving said south section line NORTH, 585.58 feet to a 5/8 inch iron pin marking the POINT OF BEGINNING for this description; thence continuing NORTH, 231.10 feet to a 5/8 inch iron pin in the centerline of a private road described in Deed Volume M73 at page 16734 of Klamath County Deed Records; thence along said road centerline the following courses and distances: N65°23'11"W, 424.18 feet to a 1/2 inch iron pin; N23°25'24"W, 140.68 feet to a 1/2 inch iron pin; N59°04'49"W, 285.72 feet to a 1/2 inch iron pin; N46°41'57"W, 30.53 feet to a 5/8 inch iron pin; thence leaving said roadway centerline N88°28'12"W along a line that is parallel to but 30.00 feet southerly of the north line of the south half of said SE 1/4, 1068.43 feet to a 5/8 inch iron pin; thence S01°38'16"E along a line that is parallel to but 74.25 feet easterly of the westerly line of said south half of the SE 1/4, 676.01 feet to a 5/8 inch iron pin; thence S88°07'44"E, 1758.55 feet to the point of beginning containing 23.51 acres more or less.

Together with:

An easement for ingress and egress over and upon the private road described in Deed Volume M73 at page 16734 Klamath county Deed Records.

Subject to:

A roadway easement along Simpson Canyon Road 60.00 feet in width lying 30.00 feet on either side of a centerline which is more particularly described as follows:

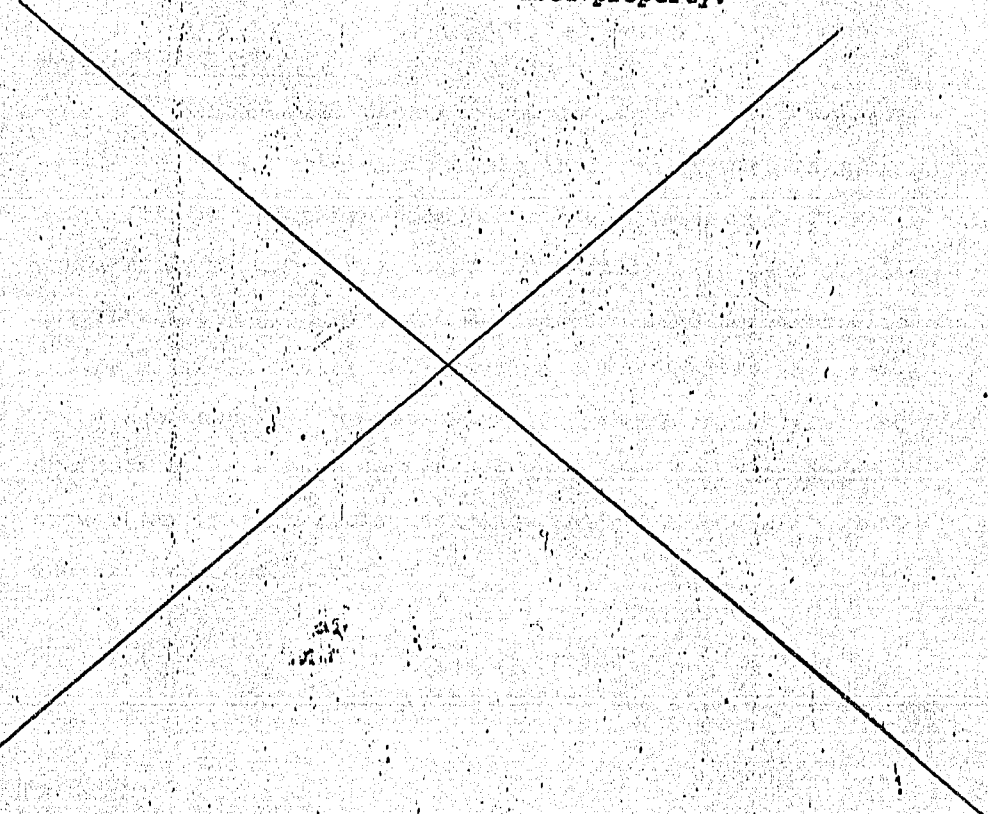
Beginning at the point of intersection of said Simpson Canyon Road centerline with the north line of the above described property from which the northwest corner of the above described property bears N88°28'12"W, 330.60 feet; thence S28°07'32"E

along said centerline, 388.63 feet; thence S36°50'53"E continuing along said centerline, 404.62 feet; thence S68°28'33"E continuing along said centerline to it's intersection with the south line of the above described property.

Also subject to:

A roadway easement 60.00 feet in width lying 30.00 feet on either side of a centerline which is more particularly described as follows:

Beginning at the point of intersection of the centerline of said road with the north line of the above described property from which the northeast corner of said above described property bears S88°28'12"E, 220.82 feet; thence S03°36'12"E, 159.30 feet; thence S12°19'57"E, 537.64 feet to the intersection of said centerline with the south line of the above described property.



containing twenty-three acres more or less.

PAYMENT:

The total purchase price is the sum of \$10,500.00, payable as follows: The sum of \$1,500.00 has previously been paid as a down payment, receipt of which is hereby acknowledged by SELLER, and the balance of \$9,000.00, with interest thereon at the rate of nine percent per annum from the date of this agreement until paid, payable in monthly installments of not less than \$131.86 in any one payment; interest shall be included in the minimum payments above required; the first payment to be made on or before the 15th of July, 1975, and like payment to be made on the 15th of each month thereafter, until the whole sum, principal and interest, has been paid.

WARRANTY AND TITLES:

SELLER will upon the completion of this agreement by the PURCHASER make and execute in favor of PURCHASER, a good and sufficient Warranty Deed conveying a fee simple title to said premises, free and clear as of the date of said deed of all encumbrances whatsoever, and deliver the same together with a policy of title insurance, insuring the PURCHASER against loss or damage sustained by reason of the unmarketability of the SELLER'S title excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record.

FUTURE TAXES:

PURCHASER agrees to pay when due all taxes which are

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hereinafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

CUTTING OF TIMBER PROHIBITED:

PURCHASER shall not without the written consent of the SELLER cut any timber upon the premises until such time as PURCHASER has paid the entire purchase price due under the terms of this agreement.

PRE-PAYMENT:

PURCHASER shall have the privilege of increasing any monthly payment, or pre-paying the whole consideration at any time without penalty.

RIGHT TO GRANT EASEMENT RESERVE BY THE SELLER:

The SELLER specifically reserves the right to grant an easement for utility purposes across the premises for the purpose of allowing utility services to other portions of land located within the general area of the property purchased by the PURCHASERS.

PURCHASER specifically agree to the SELLER granting such an easement across their property for the purposes outlined above and agree to be bound by the grant of said easement.

INSPECTION OF PROPERTY BY THE PURCHASER AND KNOWLEDGE OF LEGAL RESTRICTIONS PERTAINING THERETO:

The PURCHASER have prior to the executing of this agreement personally inspected the premises and are aware that there are no improvements presently located upon the premises

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and is purchasing the property solely upon his evaluation of the value and desirability of said property. The PURCHASER is aware that said property is subject to zoning ordinances, building and use restrictions and there has been no representation by the SELLER to the PURCHASER pertaining to any such matters.

DEFAULT:

That time shall be of the essence of this agreement and if the PURCHASER shall fail, refuse or neglect for a period of ten days to pay either or any of said installments, or any of said interest promptly as the same become due, or shall fail to keep and perform any of the agreements or payments contained herein, then all of the rights of the PURCHASER in and to said property and under this contract shall at the SELLER'S option immediately and utterly cease and determine, and the property herein described shall revert to and revest in the SELLER without any declaration of forfeiture or act of re-entry, or without any other act by the SELLER to be done or performed and without any right of the PURCHASER of reclamation or compensation for money paid or for improvements made on said premises as fully, perfectly and absolutely as if the agreement had never been made, and all money theretofore paid to the SELLER under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the SELLER as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and the liquidated damages to the SELLER for the PURCHASER'S failure to complete this contract, and in such case, said escrow holder is hereby instructed to deliver said Deed and Contract to SELLER.

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on demand for same, without notice of PURCHASER.

PLACE OF PAYMENT:

All payments called for under the terms of this agreement shall be delivered to the office of the SELLER at 210 Boivin Building, Klamath Falls, Oregon.

ATTORNEY FEES:

Should any suit or action be brought to enforce any of the terms of this contract, the prevailing party in such suit or action shall be entitled to a reasonable sum as attorney fees, in addition to costs and disbursements as provided by law, and if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as reasonable attorney fees in the appellate court, in addition to costs and disbursements as provided by law.

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

ZARCO, INC.

Joan Salmon
Joan Salmon

By Louis J. Jurenski
President

By Paul B. Jurenski
Secretary

CONTRACT