

43456

Vol. 28 Page 3268

## MEMORANDUM OF CONTRACT

THIS INDENTURE, Made and entered into this 15 day  
of December, 1977, by and between HAROLD ROBERT  
WARNER, JR., hereinafter referred to as Seller, and JESSE ALLEN  
PATTERSON and ELIZABETH ANNE PATTERSON, husband and wife, herein-  
after referred to as Purchaser;

## WITNESSETH:

WHEREAS, the parties have executed a document entitled  
"Contract of Sale", dated 12-15-77, 1977, wherein  
Seller has agreed to sell and Purchaser has agreed to Purchase,  
all of the following described real property situated in Klamath  
County, State of Oregon:

The SE 1/4 of the SW 1/4 of Section 22,  
Township 39 South, Range 8, East of the  
Willamette Meridian,

together with the easement described in Exhibit A, attached hereto  
and made a part hereof.

WHEREAS, said Contract of Sale has provided for the  
sale of certain real property therein described; and,

WHEREAS, said Contract of Sale provides, among other  
things, that the contractual price for the property is FORTY THOU-  
SAND AND NO/100 DOLLARS (\$40,000.00), which is the true and  
actual consideration for the transaction. The interest transferred  
is a fee. Until a change is requested, all tax statements should  
be sent to the following address:

Mr + Mrs Jesse Patterson  
10959 5th St  
Mira Loma, Calif 91752

DATED THIS 15 day of December, 1977.

SELLER:

Harold Robert Warner, Jr.  
Harold Robert Warner, Jr.

HENDERSON  
& MOLATORE  
ATTORNEYS AT LAW  
425 MAIN STREET  
KLAMATH FALLS,  
OREGON 97601  
TELEPHONES  
(503) 884-7731  
884-2030

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PURCHASERS:

Jesse Allen Patterson  
Jesse Allen Patterson

Elizabeth Anne Patterson  
Elizabeth Anne Patterson

STATE OF OREGON )  
County of Klamath ) ss.

On this 15 day of Dech, 1977,  
personally appeared before me the above named HAROLD ROBERT WARNER,  
JR., who is known to me to be the individual described therein,  
and who acknowledged to me that they executed the within instrument  
freely and voluntarily.

h. h. h.  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11-3-80

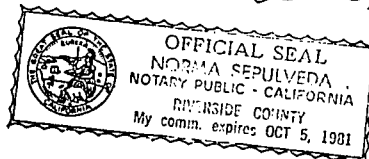
STATE OF CALIFORNIA )  
County of Riverside ) ss.

On this 9 day of DECEMBER, 1977  
personally appeared before me that above named JESSE ALLEN PATER-  
SON and ELIZABETH ANNE PATTERSON, who are known to me to be the  
individuals described therein, and who acknowledged to me that  
they executed the within instrument freely and voluntarily.

Norma Sepulveda  
NOTARY PUBLIC FOR:  
My Commission Expires: OCT. 5, 1981

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HENDERSON  
& MOLATORE  
ATTORNEYS AT LAW  
428 MAIN STREET  
KLAMATH FALLS,  
OREGON 97601  
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EASEMENT

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Exhibit "A"  
4 pages

IN CONSIDERATION of the sum of \$10.00, receipt of which is hereby acknowledged by GRANTOR, HAROLD ROBERT WARNER, JR., hereinafter referred to as Grantor, conveys to JESSE ALLEN PATTERSON and ELIZABETH ANNE PATTERSON, husband and wife, as Grantees, their heirs, successors and assigns, a perpetual non-exclusive easement to use a strip of land across the property of Grantor and described as follows:

The Easterly 20 feet of the NE 1/4 NW 1/4 of Section 27, Township 39 South, Range 8, E.W.M., lying North of the Klamath Falls-Ashland Highway.

The terms of this easement are as follows:

1. Grantee and their agents, independent contractors and invitees shall use the easement strip for access to the property described in Paragraph 4, and in conjunction with such use may construct, reconstruct, maintain and repair a road thereon.

2. This easement is appurtenant to the real property owned by Grantee and described in Paragraph 4, however, in the event of any subdivision or sale of any portion of such property by Grantee, this easement shall remain appurtenant to any of the subdivided or sold property, and the owners of such parcels into which the property is divided shall have rights identical to those of Grantees herein.

3. This easement shall be perpetual.

4. The following is a description of Grantees property to which this easement is appurtenant:

The SE 1/4 of the SW 1/4 of Section 22, Township 39 South, Range 8, E.W.M., Klamath County, Oregon.

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HENDERSON  
& MOLATORE  
ATTORNEYS AT LAW  
426 MAIN STREET  
KLAMATH FALLS,  
OREGON 97601  
TELEPHONES  
(503) 884-7731  
884-2030

1 5. Grantee agrees to indemnify and defend Grantor  
2 from any loss, claim or liability to Grantor arising in any  
3 manner out of Grantees use of this easement.

4 6. This easement is granted subject to all prior  
5 easements or incumbrances of record.

6 7. Grantor reserves the right to use, construct,  
7 reconstruct and maintain any road located upon the easement strip  
8 for purposes of access for forest management and heavy hauling of  
9 timber, rock or equipment. Grantor may grant use rights for such  
10 use to third parties. The parties shall cooperate during periods  
11 of joint use so that each party's use shall cause a minimum of  
12 interference to the others, however, in case of conflict Grantors  
13 right of use shall be dominant.

14 8. Grantor reserves the right to relocate the road at  
15 any time and in such case shall reconstruct the road at such new  
16 location in as good or better condition as existed at the prior  
17 location. If the road is relocated, Grantor may record an instru-  
18 ment indicating the relocated road centerline and such instrument  
19 shall serve to amend this easement and eliminate any rights of  
20 Grantee in the original easement strip. Such amendment of the  
21 description shall be effective whether or not signed by Grantee,  
22 but Grantee shall execute it or such other document necessary to  
23 indicate relocation of the easement strip when and if requested  
24 by Grantor.

25 9. In the event Grantee defaults under the contract of  
26 sale for the purchase of the property described in Paragraph 4  
27 above, any rights in this easement shall revert to Grantor and  
28 EASEMENT - Page 2

1 this easement shall be null and void.

2 IN WITNESS WHEREOF the parties have caused this instru-  
3 ment to be executed the day and year above first written.

4  
5 GRANTOR:

6  
7 Harold Robert Warner, Jr.  
8 Harold Robert Warner, Jr.

9  
10 GRANTEES:

11  
12 Jesse Allen Patterson  
13 Jesse Allen Patterson

14  
15 Elizabeth Anne Patterson  
16 Elizabeth Anne Patterson

16 STATE OF OREGON )  
17 ) ss.  
18 County of Klamath )

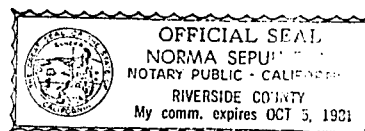
19 On this 15 day of December, 1977,  
20 personally appeared before me the above named HAROLD ROBERT WARNER,  
21 JR., who is known to me to be the individual described therein,  
22 and who acknowledged to me that he executed the within instrument  
23 freely and voluntarily.

24 J. M. A.  
25 NOTARY PUBLIC FOR OREGON  
26 My Commission Expires: 11-3-80

27  
28 EASEMENT - Page 3

1 STATE OF California }  
2 County of Riverside } ss. 3273  
3 On this 9 day of December, 1977,  
4 personally appeared before me the above named JESSE ALLEN PATTERSON  
5 and ELIZABETH ANNE PATTERSON, who are known to me to be the indivi-  
6 duals described therein, and who acknowledged to me that they  
7 executed the within instrument freely and voluntarily.  
8

9  
10 Norma Sepulveda  
11 NOTARY PUBLIC FOR:  
12 My Commission Expires: Oct 5, 1981



25  
26  
27  
28

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
filed for record at request of Transamerica  
this 21st day of February A. D. 1978 at 3:33 o'clock P.M., and  
fully recorded in Vol. 78, of Deeds on Page 3268

Fee \$18.00 Wm D. MILNE, County Clerk  
By Bernetha J. Redick

AFTER RECORDING RETURN TO  
Henderson & Molatore  
Attw. Asson

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HENDERSON  
& MOLATORE  
ATTORNEYS AT LAW  
426 MAIN STREET  
KLAMATH FALLS,  
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