

# Agreement for Sale of Real Estate

THIS AGREEMENT made the twenty first day of

April one thousand nine hundred and seventy eight

BETWEEN Dennis L. Mc Daniel and/or Pamela J. Mc Daniel, hereinafter

called

the parties of the first part, and Patrick E. Duffy, hereinafter called

the part..Y.. of the second part,

WITNESSETH: That the part..ies of the first part, in consideration of the covenants and agreements on the part of the part..Y.. of the second part hereinafter contained, agree..... to sell and convey unto the part..Y.. of the second part, and the part..Y... of the second part agree..S.. to buy all that real property situate in the

County of Klamath, State of Oregon

and bounded and particularly described as follows, to wit: the southwest quarter of the west half of the south half of the northeast quarter of section 16, township 24 south, range 10 east, of the Willamette Meridian (a parcel containing 10 acres).

for the sum of Eight Thousand Dollars (\$8,000.00) dollars, lawful money of the United States of America; and the part..Y.. of the second part, in consideration of the premises, agree..S.. to pay to the part..ies of the first part the said sum of eight thousand (\$8,000.00) dollars,

at the times and in the manner following, to wit: two hundred and fifty dollars (\$250.00) with the signing of this contract; two hundred fifty dollars (\$250.00) on or before May 15, 1978; the remainder of said purchase price (\$7500.00) in monthly payments of not less than one hundred twenty five dollars (\$125.00) each, due on the first day of each month, beginning with the month of June 1978. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of eight per cent per annum from May 15, 1978 until paid, interest to be paid monthly and is included in the minimum payment above described.

The party of the second part agrees that the party of the first part shall retain rights and benefits to current negotiations with the Bureau of Land Management.

The party.... of the 2nd part agree..S.. to pay all state and municipal taxes or assessments of whatsoever nature which are or may become due on the property above described after this date.

And the part 3<sup>rd</sup> of the first part, on receiving such payment, at the times and in the manner above mentioned, agree..... to execute and deliver to the part 5<sup>th</sup> of the second part, or to his----

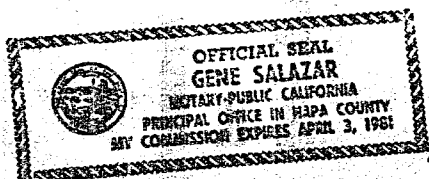
And it is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, and assigns of the respective parties, but no assignment of this contract shall be valid without the written consent of the parties of the first part. Time is of the essence of this agreement.

IN WITNESS WHEREOF the parties hereto have executed these presents in duplicate the day  
 first above written. 1900

Signed and Delivered in the Presence of

STATE OF CALIFORNIA  
COUNTY OF Alameda

On this 21<sup>st</sup> day of April in the year one thousand nine hundred and 78 before me, Gene Salazar, a Notary Public, State of California, duly commissioned and sworn, personally appeared PATRICK E. Duffy



known to me to be the person .... whose name ... J. ... subscribed to the within instrument and acknowledged to me that he ... executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the... Citrus ... County of ... Florida ... the day and year in this certificate first above written.

**Notary Public, State of California**

**My commission expires**

Cowdery's Form No. 32—Acknowledgement—General (C. C. Sec. 1190a)

Mapa Co - 94558

Letter to Patrick E. Duffey  
2179-4 Walker - Jan

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of April A.D., 1978 at 8:28 o'clock A. M., and duly recorded in Vol. 478, of Deeds on Page 7883.

FFF \$6.00

WM. D. MILNE, County Clerk.

By Deborah M. Leach Deputy

[illegible]