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14048 te ann ann an th' ann ann ann ann an an Anna an an The first party agrees that at his expense and within 30 days from the difference of the will furnish unto second party a tille the date of this agreement, save and except the usual painted expenses and the building and other restrictions and the first party on or subsequent to and sufficient of and the and to said purchase price is fully paid and upon treating and upon the same entry on or subsequent to and sufficient of and the same and test of all examples price is fully and the placed private and exceeding and the same entry on or subsequent to the and the same entry of the same entry on or subsequent to and sufficient of and the same entry on the same entry on the same entry of record and the placed private and party, this here and exceeding the usual determines and the target of this agreement, he will deliver a good the same entry of the contrarces as of the entry of the same entry of the target and treations and the target of the ta 14049 Purchasers specifically agree to pay the full contract balance on or The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 72,000.00 those ver, the ution consideration and in case suit or action is instituted to from the whether the provisions thereof, second party agrees to pay such any as the trial court may adjudge reasonable as attorney's fees to be allowed plointiff in said suit or action and if an appeal is taken from any torney's fees on such appeal. 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IN WITNESS WHEREOF, said parties have executed this instrument in duplicate: if either of the unreadent. IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors. Elagor for form FAgar torman edia Ditus Fredia J. Titus James R. Titus NOTE-The senten n the symbols (), if not applicable, should be deleted. See ORS 93.030). STATE OF ØREGON. STATE OF OREGON, County of County of Klamath }s: June 28, 19 78 ana an an an taon an ta Personally appeared who, being duly sworn. Personally appeared the above named Edgar each for himself and not one for the other, did say that the former is the Hoffman and James R. Titus wife acknowledged the typegoing instrupresident and that the latter is the secretary of and that the seal affixed to the foregoing instrument is the corporation, 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: their ment voluntary and dred. 5 (OFFICIAL Notary Pikic for Oregon My complision expires Before me: SEAL) (SEAL) Notary Public for Oregon JC My commission expires: Section 4 of Chapter 618, Oregon Laws 1975, provides; "(1) All instruments contracting to convey for title to any real property, at a time more than 12 months from the date that the instrument is even and and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed, Such instruments, or a memorandum thereol, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are "(2) Violation of subsection (1) of this section is a Class B misdemeanor." (DESCRIPTION CONTINUED) Reservations and restrictions in deed from Frank A. Smith and Edith 3. Reservations and restrictions in deed from Frank A. Smith and Edition Smith, husband and wife, to Edgar D. Hoffman and Sarrah Hoffman, dated May 4, 1931, recorded March 4, 1942, in Vol. 145 of Deeds, page 453, records of Klamath County, Oregon, as follows: "...excepting and reserving to the sellers, their heirs and assigns, the right at any time to build and excepting to build and other electric power erect ditches, telephone lines, telegraph lines and other electric power lines in and upon said premises and to keep and maintain the same, said right to be for the benefit of the lands and premises adjoining above described land." Clearance easement, including the terms and provisions thereof, given by Edgar D. Hoffman and Sarah C. Hoffman, husband and wife, and the United States of America, dated May 11, 1964, recorded May 21, 1964, in Deed Volume 353, page 163, records of Klamath County, Oregon. The assessment roll and the tax roll disclose that the within described 5. The assessment roll and the tax foll disclose that the within described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years since October 5, 1968, in which

the land was subject to the special land use assessment. <u>RELEASE OF ACREAGE:</u> It is specifically understood and agreed that Seller sum of \$15,000.00.

It is further hereby agreed by and between the parties hereto that Buyers shall have the right to remove old buildings from the property, except spud cellar. house, and barn. STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the _29th_day of June A.D., 19 78 at 1:30 o'clock P M., and duly recorded in Vol.M78

Deeds _____on Page <u>14048</u>

WM. D, MILNE, County Clerk

Deputy

By Dernether & feloch

FEE____\$6.00

of