

A-22007

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NOTICE OF CONTRACT

Vol. <sup>m</sup> 79 Page 9640

KNOW ALL MEN BY THESE PRESENTS that on the 1st day of January, 1978, HARRY R. WAGGONER and NORMA E. WAGGONER, husband and wife, as Sellers, and GEORGE H. PROCTOR and ROBERT D. PUCKETT, hereinafter called Purchasers, did enter into a contract of sale and purchase of:

The property set out in Exhibit "A" attached hereto and by reference made a part hereof

for the sum of \$60,000.00 of which there has been paid down the sum of \$15,000.00, and the remainder of \$45,000.00 to be paid in monthly installments as more particularly set forth therein.

DATED this 19 day of April, 1979.

H. R. Waggoner  
Norma E. Waggoner  
Sellers

George H. Proctor  
Robert D. Puckett  
Purchasers

STATE OF OREGON ]  
County of Klamath ] ss.

Personally appeared HARRY R. WAGGONER and NORMA E. WAGGONER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Francis M. Deets  
Notary Public for Oregon  
My Comm. expires: 1-28-81

STATE OF OREGON ]  
County of Klamath ] ss.

Personally appeared GEORGE H. PROCTOR and ROBERT D. PUCKETT, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Francis M. Deets  
Notary Public for Oregon  
My Comm. expires: 1-28-81

PROCTOR & PUCKETT  
ATTORNEYS AT LAW  
280 MAIN STREET  
KLAMATH FALLS, OREGON 97601

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EXHIBIT "A"

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Beginning at the most Northerly corner of Lot 7 in Block 34 in the Original Town of Klamath Falls (formerly Linkville), Oregon, which point is at the intersection of the Southeasterly line of Main Street with the centerline of the wall between the storeroom of the building situate on the premises herein described and the storeroom in the same building which is located on Lot 7 of said block; thence Northeasterly along the Southeasterly line of Main Street a distance of 22.35 feet; thence Southeasterly parallel to the line between Lots 7 and 8 of said Block 34 a distance of 100 feet to the Northwesterly line of the alley; thence Southwesterly along the Northwesterly line of the alley a distance of 22.35 feet to the Southwesterly line of Lot 8; thence Northwesterly along the Southwesterly line of Lot 8, which line is also the centerline of the wall above mentioned, a distance of 100 feet to the point of beginning, being a portion of said Lot 8 in Block 34.

Subject to party-wall agreement as set forth in Deed recorded May 5, 1960, Volume 321, Page 19, Deed Records of Klamath County, Oregon.

Subject to charges and assessments of the City of Klamath Falls for sewer service.

Subject to improvement lien of the City of Klamath Falls, docketed January 27, 1976, payable in twenty semi-annual installments, one of which is past due, which Sellers agree to pay and Purchasers will assume the balance.

Subject to unpaid taxes for 1974-75, 1975-76, 1976-77, 1977-78 which said taxes the Sellers agree to pay before the County institutes any action thereon.

Subject also to 1978-79 taxes which the parties agree to prorate as of the 1st day of January, 1978.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Klamath County Title Co

this 27th day of April, 1979, at 4:00 o'clock P.M., and duly recorded in Vol. N79, of Deeds on Page 9640.

Fee \$6.00

Wm D. MILNE, County Clerk

*Bernetha G. Gelsch*

Ret:  
Proctor, Puckett & Gaiselo  
280 Main  
Klamath Falls, OR 97601