

K-32110

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## MAIL TAX STATEMENTS TO:

William A. Bartlett, M.D., P.C.  
Pension Plan  
2860 Daggett  
Klamath Falls, Oregon 97601

## WHEN RECORDED MAIL TO:

Klamath County Title Company  
attn: Milly

MEMORANDUM OF CONTRACT FOR DEED executed by the undersigned for placing of record pursuant to ORS 93.640(1) the following information:

1. Name of Transferor: RICHARD F. LAUBENGAYER and JON S. WAYLAND

2. Name of Transferee: WILLIAM A. BARTLETT, M.D., P.C. PENSION PLAN

3. Legal Description of Property Involved: see reverse

The real property situated in Klamath  
County, Oregon, described on reverse  
hereof.

4. Description of Interest Transferred: Vendee's interest in Contract.

5. Terms of Agreement and True and Actual  
Consideration for the Transfer:

Purchase price	\$17,500.00
Downpayment	5,000.00
Balance of purchase price	<u>\$12,500.00</u>

Payment Schedule: \$6,250.00 due July 1, 1980, plus interest  
at 8% per annum from date hereof  
\$6,250.00 due July 1, 1981, plus interest  
at 8% per annum on unpaid balance thereof.

Purchaser agrees to not repay unpaid balance previous to January 1, 1980.

In construing this memorandum and where the context so requires, the singular includes the plural.

Dated this 19th day of June, July, 19 79.

RICHARD F. LAUBENGAYER

JON S. WAYLAND

WILLIAM A. BARTLETT, M.D., P.C. PENSION PLAN

By

By

STATE OF OREGON, County of Klamath) ss. July 19, June, 19 79  
Personally appeared the above named Richard F. Laubengayer and Jon S. Wayland

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

Before me:

Notary Public for

My commission expires 7/19/82

(Official Seal)

STATE OF Oregon, County of Klamath) ss. July 19, June, 19 79  
Personally appeared the above named William A. Bartlett,

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

Before me:

Notary Public for

My commission expires 7/19/82

(Official Seal)

MAIL TAX STATEMENTS AS DIRECTED ABOVE

Property description:

17252

Lot 18, Block 3, Resubdivision of a portion of McLoughlin Heights Addition, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

SUBJECT TO:

1. In the event the contract is executed subsequent to July 1, 1979, real property taxes which are a lien for the 1979-1980 tax year, but which are not yet payable.
2. Reservation and restrictions contained in the dedication of the Resubdivision of a portion of McLoughlin Heights, as follows: ". . . said plat being subject to a twenty foot utilities easement, the centerline of which is the real lot lines of all lots in Blocks 2, 3, 4, and 5 as shown on the annexed plat."
3. Easement, including the terms and provisions thereof, given by Prentiss K. Puckett and Betty C. Puckett, husband and wife, and David S. Gollersrud and Inez Gollersrud, husband and wife, to Pacific Power and Light Company, Pacific Northwest Bell Telephone Company, C. P. National (formerly California-Pacific Utilities Company) and S.O. Cable T.V., dated October 24, 1978, recorded March 21, 1979, in Volume M-79, page 6397, Microfilm Records of Klamath County, Oregon. (Affects the Southerly boundary)
4. Slope Easement, including the terms and provisions thereof, given by Prentiss and Betty Puckett, et al to City of Klamath Falls, dated September 5, 1978, and recorded October 2, 1978, in Microfilm records M-78 on page 21812, records of Klamath County, Oregon.
5. Potential improvement lien for the pavement of Mountain View, Daggett, and Clairmont Streets by the City of Klamath Falls, and the installation of sewer, water and drainage in connection therewith, all of which Purchaser assumes and agrees to pay in addition to the contract price.
6. Contract of Sale, including the terms and provisions thereof, by and between Prentiss K. Puckett and Betty C. Puckett, husband and wife, and David B. Gollersrud and Inez Gollersrud, husband and wife, sellers, and Richard F. Laubengayer and Jon S. Wayland, purchasers, dated February 23, 1978, in Volume M-78, page 2461, Microfilm records of Klamath County, Oregon, which said Contract of Sale sellers agree to hold purchasers harmless from and to indemnify purchasers against, including, but not limited to, any cost, damage, or expense incurred by purchasers by reason thereof during the pendency of this Contract; provided, however, that seller shall not be obligated to deliver clear title to purchasers previous to payment by purchasers of the whole unpaid balance.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of July A.D., 19 79 at 1:32 o'clock P M., and duly recorded in Vol. M79 of Deeds on Page 17251.

FEE \$6.00

WM. D. MILNE, County Clerk

By Bernetha Hetch

Deputy