

4-52238
Until a change is requested, all tax statements shall be sent to the following address: Edith Kronman 6002 Logan Street

71747

Klamath Falls, Oregon 97601

MEMORANDUM OF CONTRACT

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KNOW ALL MEN BY THESE PRESENTS, That on the 2nd day of August, 1979, CAROL HAFAR, appearing therein as Seller, entered into a contract to sell real property with EDITH KRONMAN, appearing therein as Buyer, for the sale of the following described real estate situated in the County of Klamath, State of Oregon:

Lot 5, Block 1, Country Gardens, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: (1) Liens and assessments of Klamath Project and Klamath Irrigation District and regulations, easements, water and irrigation rights in connection therewith.

(2) Agreement between Henry E. Ankeny, et al., and the United States of America, dated February 12, 1906, recorded August 26, 1909, in Volume 27, page 340, Deed Records of Klamath County, Oregon.

(3) Agreement between the United States of America and J. W. Siemens, Contractor, dated March 20, 1919, recorded April 19, 1919, in Volume 50, page 163, Deed Records of Klamath County, Oregon, as supplemented by Contract between the United States of America and J. W. Siemens, Contractor, dated February 19, 1920, recorded June 7, 1920, in Volume 52, page 567, Deed Records of Klamath County, Oregon.

(4) Reservations and restrictions contained in the dedication and shown on the plat of Country Gardens, as follows: "...said plat being subject to: 1) A 20 foot building setback along Logan Street and Airway Drive and a 75 foot building setback along Homedale Road; 2) Easements for the construction and maintenance of public utilities and irrigation and drainage ditches as shown on the annexed plat; 3) No changes will be made in the present irrigation and/or drainage ditches without the consent of the Klamath Irrigation District, its successors or assigns; 4) All protective covenants filed under separate cover; 5) Dedicate, donate and convey to Klamath County the area shown on the annexed plat as (a) a 1 foot street plug; (b) the South 30 feet of Johns Avenue (extended); and (c) a 10 foot strip along the West side of Lots 13, 14 and 15, Block 1, said area to be designated as a public street when the county governing body deems it necessary; 6) Access to Johns Avenue (extended) prohibited for Lots 1, 2 and 3, Block 1."

(5) Protective Covenants, including the terms and provisions thereof, recorded December 2, 1971, in Volume M71, page 12674, Microfilm Records of Klamath County, Oregon.

That the Buyer in said contract agreed to pay Seller the sum of \$52,500.00 for said real property, and said sum is the true and actual consideration for said sale.

18422

SELLER:

Carol Hafar

BUYER:

Edith Kronman

STATE OF OREGON)
County of Klamath) ss.

Before me this 2nd day of August, 1979, personally appeared the above-named CAROL HAFAR, and acknowledged the foregoing instrument to be her voluntary act and deed.

(S.E.A.-L)

Mildred G. Louie
Notary Public for Oregon
My Commission Expires: 7-19-82

STATE OF OREGON)
County of Klamath) ss.

Before me this 2nd day of August, 1979, personally appeared the above-named EDITH KRONMAN, and acknowledged the foregoing instrument to be her voluntary act and deed.

(S.E.A.-L)

Mildred G. Louie
Notary Public for Oregon
My Commission Expires: 7-19-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.
this 2nd day of August A.D. 1979 at 11:18 o'clock A.M., or
suly recorded in Vol. M79, of Deed on Page 8421

Wm D. MILNE County Cl.
By Bernetha Heloch

Fee \$7.00