

821.29

Vol. 1180 Page 5249

87-0000000-200 CONTRACT—REAL ESTATE—Monthly Payments

1775-144

035522-2000-MB-Arc-10700-12 - MARSHALL

32051

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— 1 —

THIS CONTRACT, Made this 21st **day of** June **, 19⁷⁷, between**
Jack Lomkin and Blanche O. Lomkin, husband and wife

and James A. O'Connor and Deanna M. O'Connor, husband and wife *hereinafter called the seller,*

and James A. O'Connor and Deanna M. O'Connor, husband and wife, hereinafter called

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the

~~seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon to-wit:~~

~~beginning at the NE corner of Section 29, Township 39 South, Range 12 East from the Willamette Meridian; thence South along the East line of said Section 29, 660 feet; thence ~~East~~ parallel to the North line of said section to a point that is 20.0 feet East of the Easterly right of way line of the Lee Lateral of the Main East Canal; thence Northwesterly parallel to and 20.0 feet East from the Easterly right of way line of the said Lee Lateral to the North line of said section; thence East to the point beginning.~~

object, however, to the following:
Rights of the public to inspect

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
 2. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Lost River.
 3. The premises herein described are within and subject to the statutory (for continuation of this Contract see reverse side of this document)

for the sum of Sixty-Two Thousand Five Hundred and No/100ths-
Dollars (\$ 62,500.00)
(hereinafter called the purchase price), in account of which Eighteen Thousand One Hundred Twenty-
Dollars (\$ 18,125.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
seller); the buyer agrees to pay the remainder of said purchase price (to wit: \$ 44,375.00) at the rate
of the seller in ~~six~~^{and} ~~one~~^{one} ~~quarter~~^{quarter} payments of not less than SIX THOUSAND AND NO/100THS-
Dollars (\$ 6,000.00) each,

payable on the 10th day of each year hereafter beginning with the year of July 1978, and continuing until said purchase price is fully paid. 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 8 per cent per annum to the date of July 1, 1977, until paid, interest to be paid annually and thereafter the minimum annual payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the seal pressure described in this contract
is correct for his/her original form, which is admissible in evidence.

IMPORTANT NOTICE: Delete, by being cut out, those phrases and whatever language you do not want to appear on the front of your license plates. If you do not do this, the state of Florida will not accept them.

STATE OF OREGON

Summary of

I certify that the within instrument was received for record on the

St. Simeon Stylites - Monasteries

in book on page

file ref number
P-100-100-100-1

Record of Breeds of cattle
Witness my hand and seal
S. C. M. affixed

Afro-Asian and Asian Studies

MTC ~~Ann Harten~~ Jean

Taxes? NO Change

5250

11870

The buyer further agrees that failure by the seller to make payment in accordance with the terms of this agreement shall not constitute a breach of any provision hereof if such failure is due to the non-occurrence or non-continuation of any event which is beyond the control of the seller.

62,500.00

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$100.
The transfer "TAKES PLACE AT THE TIME OF THE SIGNING OF THIS CONTRACT BY THE BUYER AND SELLER."
In case no sum or amount is mentioned by the buyer the contract for the purchase and sale of the property herein, the buyer agrees to pay such sum or amount and to make payment thereon determined by the seller to be aforesaid plaintiff in and out of action and of an appeal in taxes from time to time as may be assessed upon the property herein, the buyer further promises to pay such sum as the appellate court shall determine or provide or otherwise fix or assess.
In concluding this contract, it is understood that the seller of the buyer may be more than the person that did the act or causes the acts for whom the seller shall be liable to make and include the plural, the feminine and the neuter, and that generally all acts or omissions
to be made, produced and implied to make the provisions herein applicable to his wife, and to his children.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate, whereof either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed thereto by its officers duly authorized thereunto by order of its board of directors.

Jack Lomkin
Jack Lomkin
Blanche O. Lomkin
Blanche O. Lomkin

*James J. Cleary
James A. O'Connor
Deanna M. O'Connor*

WU14 - The sentence between

STATE OF OREGON,
County of Klamath 77

STATE RE DIVISION, County of

19

County of Klamath
June 19, 1977

Personally appeared the above named
Jack Lemkin, Blanche O. Lemkin,
James A. O'Connor and Deanna M.
O'Connor and acknowledged the foregoing instrument
to be their voluntary act and deed.

Personally appeared *and*
who, being duly sworn
each for himself and not one for the other, did say that the former is the
president and that the latter is the
secretary of

Before me

(OFFICIAL
SEAL)

Nature Public for Oregon

powers, including the power of assessment, of Clamath Project and Lassell Valley Irrigation District.

4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of herself Irrigation District.

5. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.

not timely given.
6. Lease and Agreement, including the terms and provisions thereof, dated June 15, 1973, recorded August 11, 1973 in Volume 473, page 1114^a, Microfilm Records of Klamath County, Oregon, between Jack Lomkin and Blanche D. Lomkin, husband and wife, lessors, and Pacific Oil Corporation. Let see.

7. Mortgage, including t

an indebtedness with interest accrued and such future advances as may be

provided therein.

Dated: August 19

Recorded: August 24, 1970 at 10:00 AM File # 2401. Received:
Klamath County, Oregon.
Amount: \$15,000.00

5251

Exhibit "A"

11871

and with Buyers that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract.

It is further agreed by and between the parties hereto that Buyers shall pay their own taxes and fire insurance and shall furnish Sellers with paid receipts therefor.

It is specifically agreed by and between the parties hereto that Sellers may not pay off this Contract before July 10, 1980 without paying a penalty for early pay off.

This contract must be paid in full on or before Jul 10, 1984.

11871
7th July 1983
11871-1
Ronald Crane

THIS CONTRACT IS BEING RE-RECORDED TO CORRECT LEGAL DESCRIPTION.

DESCRIPTION

5240

A tract of land situated in the $\frac{1}{2}$ of NE $\frac{1}{4}$, Section 29, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon more particularly described as follows:

Beginning at the intersection of the North line of Section 29 and the Northwesterly right of way line of Bunn Road, formerly Keller Road; thence Southwesterly along said Northwesterly line to its intersection with the Northeasterly right of way line of the East Langell Valley Road; thence Northwesterly along said Northeasterly line to the North line of said Section 29; thence East along said North line to the point of beginning.

ALSO, a tract of land situated in the NE $\frac{1}{4}$ of Section 29, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the NE corner of Section 29, Township 39 South, Range 12 East of the Willamette Meridian; thence South along the East line of said Section 29, 660 feet; thence West parallel to the North line of said Section to a point that is 20.0 feet East of the Easterly right of way line of the Lee Lateral of the Main East Canal; thence Northerly parallel to and 20.0 feet East from the Easterly right of way line of the said Lee Lateral to the North line of said Section; thence East to the point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

For record at request of Mountain Title Co.

vs John coy of March A. D. 1930 at 2:50 o'clock AM., or.

fully recorded in Vol. 1930, of Deeds on Page 5240

W. D. MILNE, County Clerk

By [Signature]

Fee \$14.00