

3601

K-32645

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7700

MEMORANDUM OF CONTRACT

Parties.

Seller. EDNA O'CONNOR McNEIL, also known as EDNA A. O'CONNOR, as to Parcel 1 and Parcel 3, and JOHN JOSEPH O'CONNOR, as to Parcel 2.

Buyer. RUDY DORY and JEANETTA DORY,
Husband and Wife.

Buyer is purchasing from Seller that certain real property situated in the County of Klamath, State of Oregon, described as:

Parcel 1: Beginning at the intersection of the North line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 24 South, Range 6, East of the Willamette Meridian, with the center line of the county road (as now established) leading from Crescent Lake to U.S. Highway No. 58; thence Southerly along the centerline of said county road 130 feet; thence Westerly at right angles to said centerline along the southerly line of that property described in Deed Volume 351 page 447, records of Klamath County, Oregon, a distance of 137 feet to the true point of beginning; thence Westerly along said Southerly line extended, a distance of 16 feet to a point; thence Northerly parallel to, and 16 feet Westerly from, the Westerly boundary of said property described in Deed Volume 351 page 447, to a point on the North line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1; thence Easterly along said North line to the Westerly boundary of said property described in said Deed Volume 351 page 447; thence Southerly along said Westerly boundary to the true point of beginning.

Parcel 2: Beginning at the intersection of the North line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 1, Township 24 South, Range 6 East of the Willamette Meridian with the center line of the County road (as now established) leading from Crescent Lake to U.S. Highway No. 58; thence Southerly along the centerline of said county road 130 feet; thence Westerly at right angles and perpendicular to the center line of said county road a distance of 137 feet; thence Northerly parallel with the centerline of said county road to the North line of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 1; thence Easterly along the said North line to the place of beginning.

Parcel 3: Beginning at the intersection of the North line of the Northeast one-quarter of the Southwest one-quarter of Section 1, Township 24 South, Range 6 East of the Willamette Meridian with the center line of the County road (as now established) leading from Crescent Lake to U.S. Highway No. 58; thence Southerly along the centerline of said county road to a point which is 191 feet 2 3/4 inches Southerly along the centerline of said highway from a P.K. nail which is set approximately 18" Northerly along the center line of said highway from the place of beginning; thence Westerly at right angles and perpendicular to the centerline of said county road a distance of 153 feet; thence Northerly parallel with the centerline of said county road to the North line of the Northeast one-quarter of the Southwest one-quarter of said Section 1; thence Easterly along said North line to the place of beginning. SAVING AND EXCEPTING THEREFROM Parcels 1 and 2 mentioned above.

ALSO SAVING AND EXCEPTING from Parcel 1, Parcel 2 and Parcel 3, those portions lying within the County Road.

SUBJECT TO:

1. Reservations and restrictions contained in Deeds from Paul W. Neil et ux to Edna A. O'Connor recorded March 10, 1964 in Deed Volume 351 on page 447, and recorded November 5, 1971, in M-71 on page 11601, and recorded on March 20, 1980 in M-80 on page 5264, records of Klamath County, Oregon, as follows: "Said premises shall be used for residential purposes only and there shall not be constructed on or allowed to remain on said premises more than one single family residence.

In the event Grantee or her successors in interest of the above described premises shall fail to keep, perform and maintain any of the above conditions and restrictions, then any injured property owner or owners are given the right to bring suit against any violator thereof for damages; and besides rendering judgment for damages, costs and attorneys fees, the Court shall order the discontinuance of said breach of the conditions and restrictions." (Affects Parcels 1, 2 and 3)

Until a change is requested, all tax statements shall be sent to the following address: 100 Bay 878,

Saline, Oregon 97739

770

Consideration: THIRTY-TWO THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$32,500.00).

DATED this 16 day of APRIL, 1980.

Seller: Buyer:
Edna O'Connor McNeill Rudy Dory
EDNA O'CONNOR McNEIL, also RUDY DORY
known as EDNA A. O'CONNOR
John Joseph O'Connor Jeanetta Dory
JOHN JOSEPH O'CONNOR JEANETTA DORY

STATE OF OREGON)
County of Deschutes) ss. APRIL 16, 1980.

Personally appeared the above-named EDNA O'CONNOR McNEIL, also known as EDNA A. O'CONNOR, acknowledged the foregoing instrument to be her voluntary act. Before me:

Joseph P. Everett
Notary Public for Oregon
My commission expires: 3-17-83

STATE OF Washington)
COUNTY OF Clark) ss. April 21, 1980

Personally appeared the above-named JOHN JOSEPH O'CONNOR, acknowledged the foregoing instrument to be his voluntary act. Before me:

Adrian
Notary Public for
My commission expires: 6/22/83

KCTC

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of April A.D., 19 80 at 3:45 o'clock P M., and duly recorded in Vol. M80 of Deeds on Page 7700.

FEE \$10.50

WM. D. MILNE, County Clerk
By Bernetha Shitch Deputy