

THIS AGREEMENT, made and entered this 30th day of ~~September~~ ^{October}, 1981, by and between R. JAN GELLATLY, the duly appointed, qualified and acting personal representative of the estate of Isla A. Gellatly, hereinafter referred to as Seller, and DONALD O. BIEBER and GLENDA A. BIEBER, husband and wife, hereinafter referred to as Buyers;

W I T N E S S E T H :

Whereas, on the 25th day of April, 1977, Seller agreed to sell to Buyers and Buyers agreed to purchase from Seller by Land Sale Contract the following described real property in Klamath County, Oregon described as follows:

In Township 35 South, Range 10 East of the Willamette Meridian:

Section 28: W $\frac{1}{2}$ SW $\frac{1}{4}$

Section 29: E $\frac{1}{2}$ E $\frac{1}{2}$

Section 33: S $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$, S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 34: W $\frac{1}{2}$ NW $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$, SW $\frac{1}{4}$

EXCEPT any portion lying within the right of way of the Chiloquin-Sprague River Highway.

Whereas, Paragraph Fourteen of the above described Contract, Restrictions on Assignment provides:

"Unless otherwise expressly provided herein, no interest in this contract, nor in and to the properties herein agreed to be sold and conveyed, or any part thereof, shall be sold and conveyed, or in any other manner transferred, assigned, or encumbered by Buyers without the written consent of Seller first obtained, which may not be unreasonably withheld:

Whereas, Buyers represent that they have entered in an agreement to sell, subject to Seller's consent, a portion or said real property, described as follows:

The N $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 33, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

to LORRAINE K. PEROTTI, GRANT S. PEROTTI and SUSAN L. WARD,

-1-CONSENT

\$40,000.00 on account of which \$3,000.00 will be paid on execution of a contract and the remainder to be paid in ten (10) years

19856
20682
21686

Seller hereby consents to said sale.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 30th day of OCTOBER, 1981.

R. Jan Gellatly

R. JAN GELLATLY, Personal Representative of the Estate of Isla A. Gellatly, deceased,

Donald O. Bieber

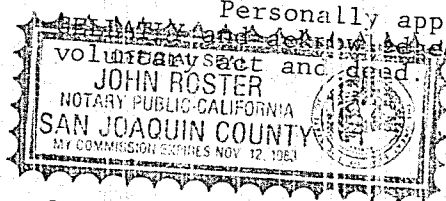
DONALD O. BIEBER, Buyer

Glenda A. Bieber

GLEND A. BIEBER, Buyer

STATE OF CALIFORNIA)
County of San Joaquin)

ss. OCTOBER 30th
September, 1981



Personally appeared before me the above named R. JAN GELLATLY and acknowledged the foregoing instrument to be his voluntary act and deed.

John Roster
NOTARY PUBLIC FOR CALIFORNIA
My Commission Expires: 11/12/83

STATE OF OREGON)
County of Klamath)

ss. November
September 13, 1981

Personally appeared before me, the above named DONALD O. BIEBER and GLENDA A. BIEBER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Kristi L. Garrison
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/19/83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

This 1st day of November D. 19 81 at 3:28 P. M. and duly recorded in Vol. M81, of Deeds

Fee \$8.00

By Joyce M. Davis
EVELYN BIEHN, County Clerk

State of OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 1 day of December A.D., 1981 at 3:30 o'clock P M., and duly recorded in

Vol. M 81 of Deeds on page 20681.

Fee \$

State of OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 21 day of December A.D., 1981 at 2:06 o'clock P M., and duly recorded in

Vol. M 81 of Deeds on page 21685.

Fee \$8.00

By Joyce M. Davis
EVELYN BIEHN, County Clerk
Deputy