

12418

SECOND AMENDMENT TO LAND SALE CONTRACT

Vol. MIV

Page 2013

THIS SECOND AMENDMENT is made and entered into this 4th day of June, 1982, by and between R. JAN GELLATLY, successor to ISLA A. GELLATLY, hereinafter referred to as SELLER, and DONALD O. BIEBER and GLENDA A. BIEBER, husband and wife, hereinafter referred to as Buyers, to the certain LAND SALE CONTRACT entered into by the above on the 25th day of April, 1977.

W I T N E S S E T H:

WHEREAS, the Buyers desire to enter into a cash sale with ORVAL J. EKSTROM and ELEANOR V. EKSTROM for the purchase of a portion of the property covered under said Land Sale Contract;

WHEREAS, there is presently a balance due and owing on said Land Sale Contract of \$88,193.54 with interest paid to May 25, 1982.

WHEREAS, both parties now desire to amend said Land Sale Contract so that the contemplated sale can be completed;

NOW, THEREFORE, the parties hereto agree:

1. Seller hereby consents to the sale by Buyers to ORVAL J. EKSTROM and ELEANOR V. EKSTROM all of the following described property, to-wit:

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

ALSO, a portion of Section 34, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Southwest corner of the N $\frac{1}{2}$ SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 34, Township 35 South, Range 10 East of the Willamette Meridian, thence Southerly along the West line of Section 34 to the Southwest corner of the SW $\frac{1}{4}$; thence Easterly along the South line of Section 34 to the Southeast corner of the SW $\frac{1}{4}$; thence Northerly along the East line of the SW $\frac{1}{4}$ to the Northeast corner to the S $\frac{1}{2}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, thence diagonally Northwesterly to the point of beginning.

and agrees to execute and deliver to buyers a Warranty Deed free and clear of encumbrances, except as noted in said Land Sale Contract, the receipt of said deed which is acknowledged by the Buyers.

2. For and in consideration of the consent to said sale and

the execution and delivery of said Warranty Deed, Buyers agree to pay. **7014**
to the Seller the sum of \$48,193.54, together with interest from May
25, 1982 to June 29, 1982 in the sum of \$695.88, which shall be applied
to the existing escrow at the First National Bank of Oregon, Klamath
Falls Branch, Escrow #1C3683, E2331, as soon as said sale is completed.

3. It is further understood and agreed that after said payment
the principal balance of \$40,000.00 shall be paid to the order of the
Seller, at the times and in the amounts as follows: \$40,000.00 with
interest at the rate of 8% per annum from June 30, 1982, payable in
annual installments of not less than \$20,000.00, exclusive of interest
the first installment on June 30, 1983 and a final installment of \$20,000.00
on June 30, 1984.

4. The parties agree to execute any and all documents necessary
to amend the existing escrow to conform to this agreement.

5. The Land Sale Contract as Amended, shall be amended only
as provided herein.

6. This agreement shall bind and inure to the benefit of, as
the circumstances may require, the parties hereto and their respective
heirs, executors, personal representatives and assigns.

WITNESS the hands and seals of the parties, the day and year
first herein written.

R. Jan Gellatly
R. JAN GELLATLY, Seller

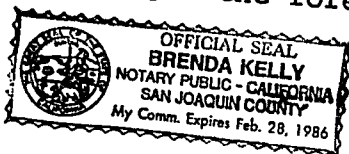
Donald O. Bieber
DONALD O. BIEBER, Buyer

Glenda A. Bieber
GLENDA A. BIEBER, Buyer

STATE OF CALIFORNIA)
County of San Joaquin) ss.

June 4, 1982.

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



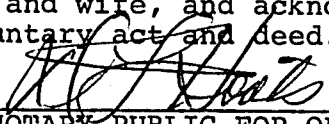
Brenda Kelly
NOTARY PUBLIC FOR CALIFORNIA
My Commission Expires: 2-28-86

STATE OF OREGON)
County of Klamath) ss.

June 3, 1982.

7015

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.


NOTARY PUBLIC FOR OREGON

My Commission Expires: 11-21-85



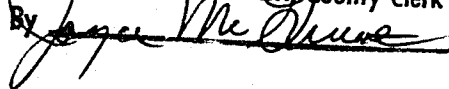
STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 7 day of June A. D. 19 82 at 11:38 o'clock A.M., and
duly recorded in Vol. M 82 of deeds on Page 7013

Fee \$12.00

EVELYN BIEBER County Clerk

By 

Ret MTC