

K. 35681

THIS MEMORANDUM OF CONTRACT OF SALE, Made and entered into this 1st day of October, 1982, by and between JOE H. VICTOR and ELEANOR D. VICTOR, husband and wife, hereinafter called "Seller", and DILIP B. PATEL, SUBHASH PATEL and JAYANTILAL PATEL, hereinafter called "Purchaser";

W I T N E S S E T H:

Pursuant to a Contract of Sale dated October 1, 1982, Seller sold to Purchaser the real property described in the attached Exhibit "A", located in Klamath County, Oregon.

The true and actual consideration for this conveyance stated in dollars is the sum of \$260,000.00.

IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Contract of Sale the day and year first above written.

Joe H. Victor
JOE H. VICTOR

D.B. Patel
DILIP B. PATEL

Eleanor D. Victor
ELEANOR D. VICTOR

Subhash Patel
SUBHASH PATEL

J. Patel
JAYANTILAL PATEL

STATE OF OREGON)
County of Klamath) ss.

Oct 21, 1982

Personally appeared before me JOE H. VICTOR and ELEANOR D. VICTOR, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

[Signature]
Notary Public for Oregon
My Commission expires: 8-5-83

STATE OF OREGON)
County of Klamath) ss.

Oct 21, 1982

Personally appeared before me DILIP B. PATEL and acknowledged the foregoing instrument to be his voluntary act and deed.

[Signature]
Notary Public for Oregon
My Commission expires: 8-5-83

STATE OF OREGON)
County of Klamath) ss.

Oct 21, 1982

Personally appeared before me SUBHASH PATEL and acknowledged the foregoing instrument to be his voluntary act and deed.

[Signature]
Notary Public for Oregon
My Commission expires: 8-5-83

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1 STATE OF OREGON)
2 County of Klamath) ss.

Oct 21, 1982

3 Personally appeared before me JAYANTILAL PATEL and acknowledged
4 the foregoing instrument to be his voluntary act and deed.

5 (SEAL)

Notary Public for Oregon

My Commission expires: 8-5-83

8 Mail tax statements to

9 Grantu

10 P.O. Box 761

11 K. Falls Dr

13 Return to KCTG

STEVEN A. ZANSKY, P.C.
ATTORNEY AT LAW
110 NORTH SIXTH STREET - SUITE 207
KLAMATH FALLS, OREGON 97601
(503) 883-7761

EXHIBIT "A" TO MEMORANDUM OF CONTRACT OF SALE

Beginning at an iron pin on the Northeasterly right of way line of the State Highway No. 97 which lies S. 0 deg. 06' W. along the East section line a distance of 688.5 feet and N. 89 deg. 49' W. along the North line of Byrd Avenue in Chelsea Addition, a distance of 521.6 feet and N. 38 deg.. 52' W. along the Northeasterly right of way line of State Highway No. 97 (Note: State Highway bearing of this line shows No. 39 deg. 07 1/2' W.) a distance of 380.55 feet from the iron axel which marks the Northeast corner of Section 19, Township 38 S., R. 9 E.W.M., in Klamath County, Oregon, and running thence: N. 51 deg. 08' E. a distance of 192.77 feet to an iron pin; thence N. 38 deg. 52' W. parallel to the Northeasterly right of way line of Highway No. 97 to a point on the North line of Section 19; thence W. along the North line of Section 19 to its intersection with the Northeasterly right of way line of Highway No. 97; thence Southeasterly along the Northeasterly right of way line of Highway No. 97 to the point of beginning, said tract containing 1.8 acres, more or less, in the NE1/4 NE1/4 of Section 19, Township 38 S., R. 9 E.W.M., in Klamath County, Oregon.

SUBJECT TO:

1. Grant of Right of Way, including the terms and provisions thereof, given by A. C. Lavenik and Edrie Lavenik, husband and wife, to The California Oregon Power Company, a California corporation, dated September 2, 1958, recorded September 2, 1958, in Volume 303 page 249, Deed records of Klamath County, Oregon.
2. Easement, including the terms and provisions thereof, between Joe H. Victor and Eleanor Victor and City of Klamath Falls, Oregon, dated August 1, 1978, recorded September 12, 1978, in Volume M78 page 20136, Deed records of Klamath County, Oregon, for sewer purposes.
3. Unrecorded Contract, including the terms and provisions thereof, between Albert C. Lavenik and Edrie Lavenik, husband and wife, sellers and Richard C. Beesley and Ruth I. Beesley, husband and wife, as buyers, the buyers' interest in which has been subsequently assigned to Seller.
4. Mortgage, including the terms and provisions thereof, executed by Joe H. Victor and Eleanor D. Victor, husband and wife, in favor of Pacific West Mortgage Co., dated January 9, 1981, and recorded January 28, 1981, at Volume M81 page 1354, Mortgage records of Klamath County, which was subsequently assigned by Pacific West Mortgage Co. to Kenneth Zeek or Shirley J. Zeek, husband and wife, as to a 66.67% interest and to Nina E. Brown as to a 33.33% interest by assignment dated April 7, 1981, and recorded April 10, 1981, at Volume M81 pages 6504 and 6505 respectively, which Mortgage and the obligation secured thereby Purchaser does not assume and which Seller agrees to indemnify Purchaser against and to hold Purchaser harmless from, including any damage, cost, or expense incurred by Purchaser by reason of any default by Seller in the terms and provisions of such Mortgage and obligation. In furtherance of the foregoing, in addition to any other right of Purchaser, upon a breach of Seller of said Mortgage or obligation, any costs incurred by Purchaser may be offset against amounts due Seller by Purchaser hereunder, except for amounts required to pay the Lavenik contract.

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 Oct A.D., 1982 at 3:11 o'clock P M., and duly recorded in

Vol M82, of Deeds on page 14043.

Fee \$ 12.00

EVELYN BIEHN

COUNTY CLERK

By Joya M. Lave deputy