

28611

MTC-12824-L Vol. M83 Page 16321

NOTICE OF CONTRACT

September, 1983, KNOW ALL MEN BY THESE PRESENTS, that on the 21st day of and JANICE MANDEVILLE, Husband and Wife, as Purchasers, did enter into a Contract of Sale and purchase of the following described real property:

The south 48 feet of Lot 12, Block 5, EXCEPTING THEREFROM the West 140 feet; and the North 10 feet of the East 167.3 feet of Lot 11, Block 5, ALTAMONT ACRES according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO reservations and restrictions of record, easements and rights of way of record and those apparent on the land, contracts and/or liens for irrigation and/or drainage.

Contract as set out in Exception No. 6, Preliminary Report of Mountain Title Company, Inc., dated Sept. 8, 1983, regarding contract of Sale dated May 10, 1978, recorded May 17, 1978, Vol. M78 page 10353, Microfilm Records of Klamath County, Oregon, Vendor Oscar E. Cleveland and Joan M. Cleveland, husband and wife, and Larry Lawson and Lana Lawson, husband and wife are Vendees; and subject to the terms and provisions of that certain Decree of Dissolution of Marriage wherein Lana A. Lawson is Petitioner and Larry E. Lawson is Respondent, Circuit Court File No. 81-776-1, filed July 20, 1981, to-wit: "The property shall be awarded to the husband and subject to any encumbrances thereon free and clear of any interest of the wife." Purchasers herein agree to assume and pay the above Contract according to its terms and hold Seller harmless, as set forth below.

Purchasers agree to pay to Seller the sum of \$29,000.00, on which the sum of \$1,000.00 shall be paid upon closing, receipt of which is hereby acknowledged by Seller, and the balance of \$28,000.00 shall be paid as follows:

\$16,569.31 being the amount due and owing on the referred to Cleveland Contract of Sale, to be paid by Purchasers in monthly amounts of \$150.00; first payment due and owing on October 10, 1983, with a like payment on the 10th day of each month thereafter until the entire balance of both principal and interest is paid in full.

\$11,430.69 to be paid in monthly installments of \$219.62, including interest at the rate of 9% per annum. The first payment shall be made on October 10, 1983, with a like payment on the 10th day of each month thereafter until the entire balance of both principal and interest is paid in full.

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PROCTOR, PUCKETT & FAIRCLO
ATTORNEYS AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601

16322

DATED this 21st day of September, 1983.

SELLER:

PURCHASERS:

Larry Lawton
Donald Lloyd Metzler
Janice Ann Mandeville

STATE OF OREGON)
 : ss.
County of Klamath)

Personally appeared the above-named LARRY LAWSON
who acknowledged the foregoing instrument to be his voluntary
act and deed.

Before me:

Jenna Stelle
Notary Public for Oregon
My Commission expires: 7/13/85

STATE OF OREGON)
 : ss.
County of Klamath)

Personally appeared the above-named DONALD METZLER
and JANICE MANDEVILLE, husband and wife, who acknowledged the
foregoing instrument to be their voluntary act and deed.

Before me:

Jenna Stelle
Notary Public for Oregon
My Commission expires: 7/13/85

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PROCTOR, PUCKETT & FAIRCLO
ATTORNEYS AT LAW
280 MAIN STREET
KLAMATH FALLS, OREGON 97601

STATE OF OREGON: COUNTY OF KLAMATH: SS
I hereby certify that the within instrument was received and filed for
record on the 21st day of Sept. A.D., 19 83 at 4:10 o'clock P M,
and duly recorded in Vol M 83, of Deeds on page 16320.

EVELYN BIEHN, COUNTY CLERK

Fee \$ 8.00

by Russ Smith deputy