

Doc # 4165  
31237

KC TC  
MEMORANDUM OF CONTRACT

Vol. M83 Page 20726

Be it remembered that this 1st day of August, 1983, DILIP B. PATEL, SELLER, did sell to SUBHASH PATEL, PURCHASER, all of that certain real property situated in Klamath County, State of Oregon, described as:

See attached Exhibit "A"

PURCHASE PRICE: \$50,000.00

The parties have executed this memorandum this 1st day of August, 1983.

[Signature]  
SELLER

Personally appeared the above named SELLER before me this 1st day of August, 1983, and did sign the foregoing instrument.

[Signature]  
Notary Public for Oregon  
My commission expires: 26.17.1985

[Signature]  
PURCHASER

Personally appeared the above named PURCHASER before me this 1 day of Aug, 1983, and did sign the foregoing instrument.

[Signature]  
Notary Public for Oregon  
My commission expires: 26.17.1985

Until further notice tax statements should be sent to:

Subhash Patel  
c/o La Vista Motel  
Highway 97  
Klamath Falls, OR 97601

Ret: Klamath County title

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EXHIBIT "A" TO CONTRACT OF SALE

20727

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: 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 NE 1/4 NE 1/4 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 Joe H. Victor and Eleanor D. Victor, husband and wife.
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.
5. Contract of Sale, including the terms and provisions thereof between Joe H. Victor and Eleanor D. Victor, husband and wife, as Sellers and Dilip B. Patel, Subhash Patel, and Jayantital Patel as Purchasers.

AN UNDIVIDED ONE-HALF INTEREST THEREIN.

STATE OF OREGON: COUNTY OF KLAMATH: ss  
I hereby certify that the within instrument was received and filed for record on the 5th day of December A.D., 1983 at 2:23 o'clock PM, and duly recorded in Vol M83, of Deeds on page 20726.

EVELYN BIEHN, COUNTY CLERK  
by *Pam Smith* deputy