

WTC-13249.K
MEMORANDUM OF CONTRACT

THIS INDENTURE, made and entered into this 30th day of January, 1984, by and between JAMES O. TURNER and JACILYNN M. TURNER, (hereinafter called SELLER), and DON R. HARRISON and LETA L. HARRISON, (hereinafter called BUYER);

WITNESSETH

WHEREAS, the parties have executed a document entitled "CONTRACT OF SALE", dated Jan. 30, 1984, wherein SELLER has agreed to sell and BUYERS have agreed to buy, all of the following described real property situated in Klamath County, State of Oregon:

The Southwesterly 30 feet of Lot 39 and the Northeasterly 70 feet of Lot 40, MOYINA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to the following:

1. Taxes for the fiscal year 1983-1984, due and payable.
Amount: \$683.64, plus interest.
Account No.: 141-3809-36CD-8000

2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.

3. Building setback line 30 feet along front of lot, as shown on dedicated plat.

4. Utility and sewer easement along rear 10 feet of lot, as shown on dedicated plat.

5. Reservations contained in plat dedication, to wit:

"Subject to the following conditions: 1) The use of land platted herein is for residential purposes only and is limited to one residential building per lot; 2) Architectural standards shall be no less than the minimum requirements defined by the National Housing Authority Specifications for one living unit; 3) Minimum foundation areas of residences, not including garage or storage space, shall be as follows: one story residence, 1200 square feet; one and one half or two story residences, 800 square feet. Total height of a building is limited to 18 feet above the top of the foundation; 4) Residences shall not be built closer than thirty feet to the street lines, nor closer than five feet to side lines of the lots; 5) Septic tanks shall conform to specifications for such provided by the State Board of Health; 6) Pets or livestock, other than strictly house pets, shall not be kept or housed on the property, 7) No fences or barricades are ever to be erected on lots between the building setback line and the street."

6. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: April 25, 1979

Recorded: April 27, 1979

Volume: M79, page 9598, Microfilm Records of Klamath County, Oregon

Amount: \$46,000.00

Grantor: William F. Nunn and Janice Nunn, husband and wife

Trustee: Transamerica Title Insurance Company

Beneficiary: Equitable Savings and Loan Association
 Memorandum of Modification Agreement, including the terms and provisions thereof, recorded March 19, 1982 in Volume M82, page 3500, Microfilm Records of Klamath County, Oregon
 Substitution of Trustee wherein Harry M. Hanna was appointed Successor Trustee, dated October 1, 1982, recorded October 14, 1982 in Volume M82, page 13747, Microfilm Records of Klamath County, Oregon.
 Blanket Conveyance, Assignment and Transfer to Benj. Franklin Federal Savings and Loan Association, recorded October 14, 1982 in Volume M82, page 13748, Microfilm Records of Klamath County, Oregon.
 Blanket Conveyance, Assignment and Transfer to Benj. Franklin Federal Savings and Loan Association, recorded October 14, 1982 in Volume M82, page 13749, Microfilm Records of Klamath County, Oregon.
 Amended Substitution of Trustee, wherein Victor W. VanKoten, James Ray Streinz and Michael A. Holstun were named successor Trustees, recorded March 3, 1983 in Volume M83, page 3284, Microfilm Records of Klamath County, Oregon.

WHEREAS, said contract has provided for the sale of certain real property therein described; and,

WHEREAS, said contract provides, among other things, that upon payment of the sum of SEVENTY ONE THOUSAND and NO/100 DOLLARS allocated to the real property, SELLER will convey to BUYER the above described real property by Warranty Deed;

This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

NOW, THEREFORE; the parties agree that the within Memorandum is executed for the purpose of memorializing of record the execution of the contract aforesaid.

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IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

James O. Turner
JAMES O. TURNER

Jacilynn M. Turner
JACILYNN M. TURNER

STATE OF OREGON)
) ss.
County of Klamath)

On this 30th day of January, 1984, personally appeared the above named James O. Turner and Jacilynn M. Turner and acknowledged the foregoing instrument to be their voluntary act and deed.

Don R. Harrison
DON R. HARRISON

Kristi L. Bedd
NOTARY PUBLIC for Oregon
My Commission Expires: 11/16/87
Leta L. Harrison
LETA L. HARRISON

STATE OF OREGON)
) ss.
County of Klamath)

On this 31st day of January, 1984, personally appeared the above named Don R. Harrison and Leta L. Harrison and acknowledged the foregoing instrument to be their voluntary act and deed.

Kristi L. Bedd
NOTARY PUBLIC for Oregon
My Commission expires: 11/16/87

SELLER's name and address:

James O. Turner
Jacilynn M. Turner
2401 Kendree
Antioch, CA 94509

BUYER's name and address:

Don R. Harrison
Leta L. Harrison
2865 Daggett St.
Klamath Falls, OR 97601

After recording return to:

Mountain Title Company

407 Main Street
Klamath Falls, OR 97601

Mail tax statements to:

Don R. Harrison
Leta L. Harrison
Same as above

STATE OF OREGON)
) ss.
County of Klamath)

I certify that the within instrument was received for record on the 1st day of February, 1984, at 1:15 o'clock P.M., and recorded in book/reel/volume No. 134 on page 1710 or as document/fee/file/ instrument/microfilm No. 33127 Record of Deeds of said county.

Evelyn Biehn County Clerk
Name Title

By Ram Smith