

MTC - 13566-2  
MEMORANDUM OF CONTRACT

THIS INDENTURE, made and entered into this 6th day of April, 1984, by and between GEORGE F. CRAIN and LUCILLE CRAIN, (hereinafter called SELLER), and GERALD O. HERMAN and NELDA A. HERMAN, husband and wife, (hereinafter called BUYER);

## WITNESSETH

WHEREAS, the parties have executed a document entitled "CONTRACT OF SALE", dated 4/6/84, 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:

A parcel of land situated in the N 1/2 of Section 2, Township 41 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the Northwest corner of Section 2, Township 41 South, Range 10 East of the Willamette Meridian; thence East along the North boundary line of said Section 2897.40 feet; thence South 1938.42 feet; thence West 2830.74 feet to the East meander line of Lost River; thence Northerly following said meander line 695.64 feet to an intersection of said line with the West boundary line of said Section; thence North 1302.84 feet to the place of beginning.

EXCEPTING rights of way for the Great Northern Railway; also excepting that part of said tract lying Westerly of the right of way of the Dalles-California Highway as conveyed to Thomas P. Barry and Winnifred Barry by Deed dated April 25, 1945 and recorded in Volume 180 at page 211 of Deed Records of Klamath County, Oregon. ALSO EXCEPTING that property deeded in Deed Volume 350 at page 265 to Ralph T. Plimpton, et ux.

Subject to the following:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
3. Location of power, telephone, water and sewer lines as the same may now exist.
4. Acceptance of Terms and Conditions of Reclamation Extension Act, including the terms and provisions thereof, executed by Purl R. Merrill, to United States, recorded November 11, 1914, in Volume 43, page 37, Deed Records of Klamath County, Oregon.
5. Subject to the terms and conditions of Great Northern Railway Company easement, recorded July 13, 1931 in Volume 95, page 541, Deed Records of Klamath County, Oregon, and Correction Deed recorded October 13, 1932, in Volume 99, page 108, Deed Records of Klamath County, Oregon.
6. Easements, if any, including the terms and provisions thereof, pertaining to the Little Adams Canal.
7. RESERVING AND EXCEPTING to the Grantors, their heirs, executors, administrators, personal representatives and assigns forever, the right to the use of a strip of land 12 feet in width along the north side of said land for the purpose of constructing, maintaining, using and repairing an open irrigation ditch for the purpose of irrigating

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approximately 45 acres of land owned by Grantors, located East and North of the above described land; and Grantors expressly reserve a reasonable right of ingress to and egress from the above described premises for the purpose of using, constructing, repairing and maintaining any irrigation ditch on said reserved strip.

8. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided herein.

Dated: November 15, 1972

Recorded: November 16, 1972

Volume: M72, page 13303, Microfilm Records of Klamath County, Oregon

Amount: \$28,000.00

Mortgagor: George F. Crain and Lucille Crain, husband and wife

Mortgagee: First Federal Savings and Loan Association of Klamath Falls

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 ONE HUNDRED TWENTY FIVE 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.

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

George F. Crain  
GEORGE F. CRAIN

Lucille Crain  
LUCILLE CRAIN

STATE OF OREGON )  
County of Klamath ) ss.

On this 6th day of April, 1984, personally appeared the above named George F. Crain and Lucille Crain and acknowledged the foregoing instrument to be their voluntary act and deed.

Gerald O. Herman  
GERALD O. HERMAN

STATE OF OREGON )  
County of Klamath ) ss.

On this 6th day of April, 1984, personally appeared the above named Gerald O. Herman and Nelda A. Herman and acknowledged the foregoing instrument to be their voluntary act and deed.

Nelda A. Herman  
NOTARY PUBLIC for Oregon  
My Commission expires: 7/13/85

NELDA A. HERMAN

Nelda A. Herman  
NOTARY PUBLIC for Oregon  
My Commission expires: 7/13/85

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SELLER's name and address:

George F. Crain  
Lucille Crain

5462 Brentwood  
Klamath Falls, OR 97601

After recording return to:

Mountain Title Company

407 Main Street  
Klamath Falls, OR 97601

BUYER's name and address:

Gerald o. Herman  
Nelda A. Herman

Rt #1 Box 647  
Klamath Falls, Oregon 97601

Mail tax statements to:

Gerald O. Herman  
Nelda A. Herman

Rt #1 Box 647  
Klamath Falls Oregon 976

STATE OF OREGON )

County of Klamath )

ss.

for

recorder's

use

I certify that the within instrument  
was received for record on the 6th day of  
April, 1984, at 3:37  
o'clock P.M., and recorded in  
book/reel/volume No. M84 on page 5711 or  
as document/fee/file/ instrument/microfilm  
No. 35295 Record of Deeds of said county.

EVELYN BLEHN

Name

KLAMATH COUNTY CLERK

Title

By

Pam Smith

Fee: \$12.00