

RECORDING REQUESTED BY

48409

ATC 28725

AND WHEN RECORDED MAIL TO

Name
Street
Address
City &
State

DANIEL M. FADENRECHT
422 N. DOUTY STREET
HANFORD, CA 93230

MAIL TAX STATEMENTS TO

Name
Street
Address
City &
State

MR. & MRS. BEN NUNLEY
516 VENTURA STREET
AVENAL, CA 93204

Vol. M85 Page 6577

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CAT. NO. NN00582
TO 1923 CA (2-83)

Individual Grant Deed

THIS FORM FURNISHED BY TICOR TITLE INSURERS

ALL
PTN.

The undersigned grantor(s) declare(s):

Documentary transfer tax is \$

(x) computed on full value of property conveyed, or

() computed on full value less value of liens and encumbrances remaining at time of sale.

() Unincorporated area: () City of , and

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
GARY S. MAC KENZIE, an unmarried man

hereby GRANT(S) to

BENNIE NUNLEY and MARY NUNLEY, husband and wife as joint tenants

the following described real property in the

County of Klamath , State of ~~California~~ Oregon:

The East 1/2 of the Southwest 1/4 of the Northeast 1/4 of the Northeast
1/4 of Section 15, Township 41 South, Range 7 East of the Willamette
Meridian, in the County of Klamath, State of Oregon.

Dated: April 9, 1985

(Gary G. MacKenzie)

STATE OF CALIFORNIA

COUNTY OF Los Angeles } SS.

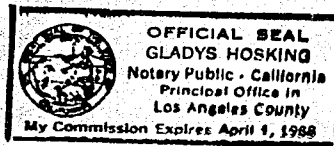
On April 10, 1985

before me, the undersigned, a Notary Public in and for said State,
personally appeared Gary G. MacKenzie

personally known to me or proved to me on the basis of sat-
isfactory evidence to be the person whose name is
subscribed to the within instrument and acknowledged
that he executed the same.
WITNESS my hand and official seal.

Signature

Gladys Hosking



(This area for official notarial seal)

Title Order No.

Escrow or Loan No.

1-4322

MAIL TAX STATEMENTS AS DIRECTED ABOVE

APN 4107-1500 TL 100

(Key #78711)

Agreement of Sale

CALIFORNIA REAL ESTATE ASSOCIATION STANDARD FORM

6578

This Agreement, made and entered into this 5TH day of JANUARY, 1969
between GARY G. MCKENZIE & LUCILLE T. MCKENZIE
and BENNIE NUNLEY & MARY NUNLEY husband & wife hereinafter called Seller,
AS JOINT TENANTS hereinafter called Buyer.

WITNESSETH, that the Seller, in consideration of the payments to be made by the Buyer and the conditions and covenants to be kept and performed by him, as hereinafter set forth, agrees to sell and the Buyer agrees to buy, the real property, situated in the STATE OF OREGON
County of CLATSOP

5 ACRES, the East 1/4 of the Section 15, Township 41 South, Range 7 East, in the County of Clatsop, Oregon

Subject To

- A. 3 FT EASEMENTS ON ALL SIDES OF PROPERTY
- B. 25 % OF ALL MINERAL RIGHTS
- C. NO CUTTING OF LUMBER ON PROPERTY OTHER THAN THE BUILDING OF A COBIN UNTIL PAID FULL
- D. ENGINEERING COST TO BE PAID EQUALLY BY BUYER AND SELLER, THE AMOUNT OF WHICH SHALL NOT EXCEED 35.00 EACH
- F. A SIX MONTH MONEY BACK GUARANTEE UPON INSPECTION OF PROPERTY
JUNE 1, 1969

for the sum of 3765.00 THREE THOUSAND SEVEN HUNDRED AND SIXTY FIVE DOLLARS
In lawful money of the United States of America, and the Buyer, in consideration of the premises, promises and agrees to pay the Seller the aforesaid sum of money, for all of said real property, as follows, to-wit:
THIRTY DOLLARS (\$30.00)
upon the execution and delivery hereof, the receipt whereof is hereby acknowledged, and the balance of THREE THOUSAND SEVEN HUNDRED AND SIXTY FIVE DOLLARS (\$3765.00)

in installments, including interest on all unpaid principal from date hereof until date of payment at the rate of 6 3/4 SIX PERCENT per centum per annum. The first installment of THIRTY DOLLARS OR MORE
FEB 15TH, 1969
of each MONTH thereafter until the balance of principal and interest has been paid in full.

The amount of the final payment, however, shall be the total of the principal and interest then due. All payments to be made by the Buyer shall be paid with lawful money of the United States of America.

IN ADDITION IT IS AGREED AS FOLLOWS, TO-WIT:

FIRST: Possession shall be delivered to the Buyer upon the execution and delivery of this agreement, unless otherwise provided herein.

SECOND: The Buyer shall pay all taxes and assessments from date hereof and assessed and levied against said property hereafter, unless otherwise specified herein. Taxes for the fiscal year ending June 30th following the date of this agreement shall be prorated, unless otherwise specified herein.

THIRD: The Seller on receiving payment of all amounts of money mentioned herein shall execute a grant deed for said property in favor of said Buyer and shall deliver said deed to said Buyer. As of the date of delivery of deed the Seller shall supply the Buyer with a Policy of Title Insurance or Certificate of Title, to be issued by a reliable title company, which shall show the title to said property to be merchantable and free from taxes, assessments, liens and encumbrances, except such thereof as are set forth herein and such thereof as may be suffered or created hereafter by the Buyer. The Seller shall pay for said evidence of title unless otherwise set forth herein.

FOURTH: Should the Buyer fail to make said payments or any thereof when due or fail to comply with the conditions, covenants and agreements set forth herein, the amounts paid hereon may be retained by the Seller as the consideration for making this agreement and thereupon the Seller shall be released from all obligation in law or equity to convey said property and any occupancy of said property thereafter by said Buyer shall be deemed to be and be a tenancy at the pleasure of the Seller and said Buyer shall never acquire and expressly waives any and all rights or claims of title because of such possession.

FIFTH: Should the Seller fail to deliver the deed to the Buyer within the time specified herein, the Buyer shall be entitled to a refund of all amounts paid hereon.

FIFTH: Should the Seller sue the Buyer to enforce this agreement or any of its terms, the Buyer shall pay a reasonable attorney fee and all expenses in connection therewith.

SIXTH: The Seller reserves the right to deliver the goods in lieu of this agreement.

6579

SIXTH: The Seller reserves the right to deliver the deed, at any time during the term hereof, and the Buyer, in lieu of this agreement, shall execute and deliver to said Seller, or his nominee, a note for all amounts of money then unpaid and said note shall be secured by a Deed of Trust on said property and said Buyer shall likewise execute and deliver said Deed of Trust concurrently with the delivery of said note.

SEVENTH: The waiver by the Seller of any covenant, condition or any other

SEVENTH: The waiver by the Seller of any covenant, condition or agreement herein contained shall not vitiate the same or any other covenant, condition or agreement contained herein and the terms, conditions, covenants and agreements set forth herein shall apply to and bind the heirs, successors, and assigns of each of the parties hereto. Time is the essence of this agreement.

EIGHTH: All words used in this agreement including the plural as well as the singular shall be construed to include the plural as well as the singular.

EIGHTH: All words used in this agreement, including the words Buyer and Seller, shall be construed to include the plural as well as the singular number and words used herein in the present tense shall include the future as well as the present and words used in the masculine gender shall include the feminine and neuter.

NINTH: The Buyer shall insure the buildings now on said property, if any, or such buildings as may be placed thereon, against fire, for not less than 75% of the value thereof, with some Fire Insurance Company to be approved by the Seller and any loss thereunder shall be paid to the Buyer and the Seller as their interests may appear. Should said property be not insured as aforesaid the Seller may insure said property and the cost thereof shall be paid by the Buyer, upon demand, including interest thereon from the date the premium is paid by the Seller. All insurance policies to be issued as aforesaid shall be delivered to and held by the Seller until all amounts of money to be paid by the Buyer have been paid in full.

Ten: Approx Terms of Contract until 10/01/12 on 12

ELEVETH: TO THE

IN ADDITION IT IS VOWED BY SELLER TO HOLD AND HOLD BY THE SELLER UNTIL ALL AMOUNTS OF MONEY TO BE PAID BY
 TEN. APPROX TERM OF CONTRACT UNTIL 12 ON 13 YEARS APPROX
 ELEVENTH TAX EST. NOT 10. APPROX - 1967

IN WITNESS WHEREOF said parties have executed this agreement as of the day and year first above written.

For these forms address the California Real Estate Association
520 So. Grand Ave., Los Angeles 90017
Copyrighted, California Real Estate Association. All Rights Reserved
Revision Approved 11-15-43
FORM AS 14

[illegible]

AGREEMENT

For Sale of Real Estate

11

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

on this 3rd day of May A.D. 1985
at 3:56 o'clock P.M. and duly
recorded in Vol. M85 of Deeds
Page 6577

EVELYN BIEHN, County Clerk

By Wm. J. H. H. Deputy

13.00