

54673

Vol. M85 Page 17206RELINQUISHMENT OF INSTALLMENT CONTRACT FOR SALE OF REAL ESTATE

IT IS AGREED by and between PHILLIP S. HALL and JULIE A. HALL, hereinafter called "Buyer" and HARRY N. WALTERS, as Administrator of Veterans Affairs, an officer of the United States of America, hereinafter called "Seller" as follows:

That on July 29, 1983, Buyer agreed to purchase from Seller, and Seller agreed to sell to Buyer by Installment Contract for Sale of Real Estate, the following described real property situated in Klamath County, State of Oregon, to wit:

Lot 478, in Block 114 Mills Addition in the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Buyer desires to terminate said contract, and the whole thereof, and wishes to be absolved from all liability thereunder and to return said real property to Seller and to cancel said contract and to relinquish all of Buyer's rights under said contract and the property described therein.

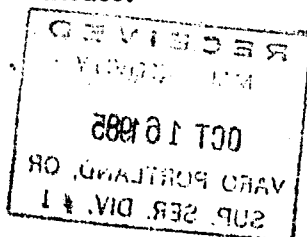
Seller is willing to so absolve Buyer from any liability under said contract and to take possession of said property free and clear of any claim by Buyer of any interest in said contract and the real property described therein upon Buyer's agreement that all sums heretofore paid by Buyer to Seller under the terms of said contract are considered by the parties hereto as reimbursement to Seller for the reasonable rental and use of said property and for wear, tear and depreciation thereof subsequent to the execution of said contract.

NOW THEREFORE, in consideration of mutual promises and agreements of the parties hereto it is agreed as follows:

1. Said Installment Contract for Sale of Real Estate dated July 29, 1983, and recorded on July 29, 1983 in Volume M83 on pages 12493-12496 of records in Klamath County, Oregon, is terminated in all respects upon the execution of this agreement by the parties hereto;

2. Buyer admits that said contract has been abandoned and that all rights and interest he has in and to said contract and the real property described therein are terminated and that said contract is at an end and Buyer agrees that sums heretofore paid by Buyer to Seller under said contract are considered as reimbursement to Seller for the reasonable rental and use of said property and for wear, tear and depreciation thereof subsequent to the execution of said contract.

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3. Seller does hereby release Buyer from all liability under said contract;
4. Buyer herewith surrenders to Seller Buyer's copy of said Installment Contract for Sale of Real Estate dated July 29, 1983.
5. Buyer has vacated and abandoned said property and herewith surrenders possession there to Seller and will forthwith deliver the keys to the house located thereon to Seller or to his authorized agent.

IN WITNESS WHEREOF:

Buyer hereto sets their hands and seals this 11<sup>th</sup> day of OCTOBER, 1985.  
 Seller hereto sets his hand and seal this 18<sup>th</sup> day of OCTOBER, 1985.

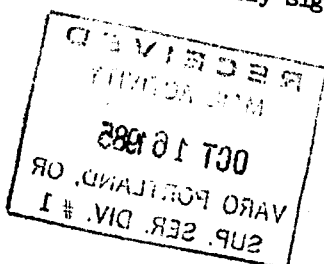
HARRY N. WALTERS  
 As Administrator of Veterans Affairs (SEAL)  
 By W. C. INGRAM (SEAL)  
 Assistant Director of the Veterans  
 Administration, his attorney fact.  
 SELLER

Phillip S. Hall (SEAL)  
Julie A. Hall (SEAL)  
 BUYER

STATE OF OREGON )  
 County of Multnomah ) ss.

I, the undersigned, a Notary Public in and for the State of Oregon, hereby certify that on this date, before me personally, appeared W. C. Ingram to me known to be duly authorized and acting Assistant Director of the Veterans Administration, an agency of the United States Government, who executed the foregoing instrument on behalf of the above-named named Seller, and acknowledged that he freely signed said instrument for the use and purposes

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therein mentioned, that it is the free and voluntary act and deed of said Administrator, and on oath states that he presently is authorized to execute said instrument.

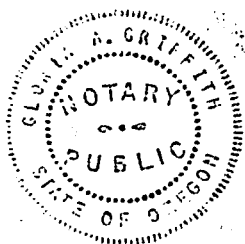
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 18<sup>th</sup> day of OCTOBER, 1985.

Notary Public for Oregon  
Residing in Portland, Oregon  
My Commission expires:

STATE OF )  
County of BENTON ) ss.

On this 11<sup>th</sup> day of October, 1985, personally appeared before me a Notary Public within and for the said county and State, the within named PHILLIP S. HALL and JULIE A. HALL, husband and wife, personally known to me to be the individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the uses and purposes therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal on this, the day and year first in this, my certificate, written.



Notary Public for Oregon
  
Residing at: Corvallis, OR Benton County
  
My Commission Expires: 7-31-89

Ret: Veteran's Administration (26)  
1220 S.W. 3rd Ave  
Portland, OR 97204

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STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 23rd day  
of October A.D., 19 85 at 11:28 o'clock A M., and duly recorded in Vol. M85  
of \_\_\_\_\_ Deeds on Page 17206

FEE \$13.00

Evelyn Biehn  
By \_\_\_\_\_

County Clerk  
Pam Smith