

NE

36858

BARGAIN AND SALE DEED

Vol. m91 Page 22972

KNOW ALL MEN BY THESE PRESENTS, That Klamath County, A Public Corporation of the State of Oregon, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto Paul B. McConnell Jr., hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

Klamath Lake Addition, Lots 10 & 11, Block 2

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$3,052.65. ~~OFFICER OF THE ACTUAL CONSIDERATION CONSISTS OF THE FOLLOWING: THE WHOLE OF THE CONSIDERATION INDICATES WHICH OF THE FOLLOWING IS THE ACTUAL CONSIDERATION PAID FOR THIS TRANSFER, STATED IN TERMS OF DOLLARS, IS \$3,052.65.~~

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 30th day of October, 1991; if a corporate grantor, it has caused its name to be signed and its seal affixed by an officer or other person duly authorized to do so by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

Harry J. Fredricks Chairman of the Board
Ed Kentner County Commissioner
Wes Sine County Commissioner

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on _____, 19____,

by _____, 19____,

This instrument was acknowledged before me on October 30, 1991,
by Harry Fredricks, Chairman of the Board, Ed Kentner and Wes Sine
as Commissioners of Klamath County, A Public Corporation
of the State of Oregon.

My commission expires May 20, 1995

Notary Public for Oregon



OFFICIAL SEAL
LINDA A. SEATER
NOTARY PUBLIC-OREGON
COMMISSION NO. 006936
MY COMMISSION EXPIRES MAY 20, 1995

Klamath County Commissioners
Courthouse Annex, 305 Main Street
Klamath Falls, OR 97601

GRANTOR'S NAME AND ADDRESS

Paul B. McConnell Jr.
P.O. Box 1736
Klamath Falls, OR 97601

GRANTEE'S NAME AND ADDRESS

After recording return to:

Same as grantee's

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Same as grantee's

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of Klamath, ss.

I certify that the within instrument was received for record on the 1st day of Nov., 1991, at 3:00 o'clock P.M., and recorded in book/reel/volume No. M91 on page 22972 or as fee/file/instrument/microfilm/reception No. 36858, Record of Deeds of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
NAME TITLE

By D. Anderson M. Anderson Deputy

Fee \$28.00

NOV 1 PM 3 00

2800

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (3) to withdraw said deed and all the documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall revert to and revert in said seller, and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments and moneys made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 25,000.00. ☐ However, the actual consideration consists of or includes other property or value given or promised which is ~~part of the~~ ^{the whole of the} consideration (indicate which). ☐

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

It is further agreed that the parties hereto shall be bound and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, assigns, administrators, executors, personal representatives, legal representatives, successors and assigns forever.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the undersigned but also their heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

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.

rectors.

* Mildred E. McKune
MILDRED E. MCKUNE

* Patrick J. Gosney
PATRICK J. GOSNEY

* Melissa Gosney
MELISSA GOSNEY

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030).

STATE OF OREGON,)
County of Klamath) ss.
November 1, 1991..

Personally appeared the above named _____

Personally appeared the above named.....
PATRICK J. GOSNEY & MELISSA GOSNEY

_____ and acknowledged the foregoing instru-
ment to be _____ their _____ voluntary act and deed.

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires ..

STATE OF OREGON, County of Klamath, ss
October 30, 1991
 Personally appeared Mildred E. McKun

~~XXXXXXXXXXXXXXXXXXXX~~

...be its Chintury act and deed.

Notary Public for Oregon
My commission expires: 11/16/91

(SEAL)

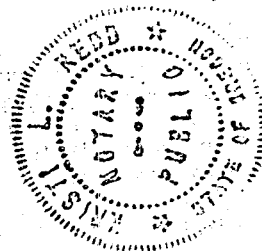
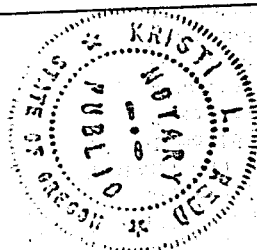
My commission expires 10/1/80

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

Such instruments, or a memorandum thereof, shall be recorded by the county clerk. Any person who violates this section is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 1st day
of Nov. A.D., 19 91 at 2:44 o'clock P. M., and duly recorded in Vol. M91
of Deeds on Page 22970.

On Page 22719
Evelyn Biehn County Clerk

By Pauline M. Mulholland

FEE \$33.00