

THIS MEMORANDUM will acknowledge that GEORGE W. WALKER and LOIS I. WALKER, husband and wife, as Sellers, and DAVID L. KIRCHER, as Purchaser, have entered into a written contract of sale dated November 1, 1992, for the sale by Sellers to Purchaser of the following described property situate in Klamath County, Oregon, to-wit:

LOT 82, SECOND ADDITION TO SPORTSMAN PARK, KLAMATH COUNTY, OREGON, according to the official plat thereof on file in the records of Klamath County, Oregon. SUBJECT TO: Agreements concerning the operation of the dam and control of the water levels of Upper Klamath Lake; Reservations and easements contained in the Dedication of Second Addition to Sportsman Park; Any easements of record and those apparent on the land, if any; Any matters suffered or created by Grantee; and to the following building and use restrictions which Grantee, his heirs, grantees and assigns, assume and agree to fully observe and comply with, to-wit: (1) That Grantee will not suffer or permit any unlawful, unsightly, or offensive use to be made of said premises nor will he suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood. (2) That they will use said premises solely as a residence or summer home site. (3) That each said lot shall never be subdivided nor shall any less portion than the whole of said lot ever be sold, leased, or conveyed, and that no building except one summer home or residence and the usual and necessary outbuildings thereto shall ever be erected thereon. (4) That no building shall ever be erected within 10 feet of any exterior property line. (5) That the foregoing covenants are appurtenant to and for the benefit of each and every other lot in said Second Addition to Sportsman Park and shall forever run with the land and shall bind the premises herein conveyed for the benefit of each and every other lot in the Second Addition to Sportsman Park and the foregoing covenants and restrictions shall be incorporated in and made a part of each and every other deed or conveyance executed for the purpose of conveying these premises.

This memorandum is made for the purpose of giving notice of the existence of said contract to all who may be concerned.

The payment terms or balance due to Seller may be indexed, adjusted, renewed or renegotiated.

Until a change is requested, all tax statements shall be sent to the following address: DAVID L. KIRCHER, 30037 Mallard Drive, Klamath Falls, Oregon 97601.

The true and actual consideration to be paid for this transfer

*Return To:*


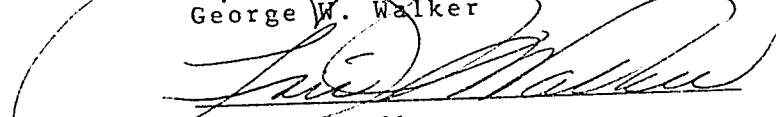
DAVID L. KIRCHER RPH., P.C.  
30037 MALLARD DR  
KLAMATH FALLS, OR 97601  
1 503 356-2200



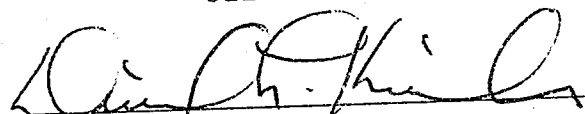
28811

is \$4,200.00.

DATED this 1st day of November, 1992.

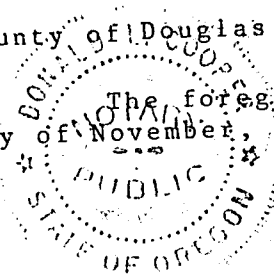
  
George W. Walker  
  
Lois I. Walker


"SELLERS"

  
David L. Kircher  
"PURCHASER"

STATE OF OREGON )  
County of Douglas ) ss.

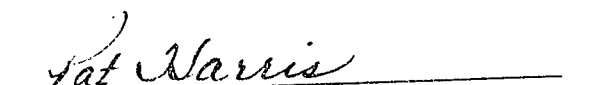
The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of November, 1992, by GEORGE W. WALKER and LOIS I. WALKER.

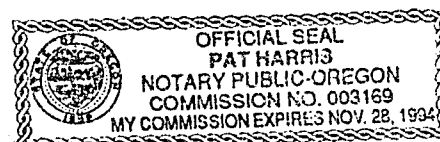


  
Notary Public for Oregon  
My Commission Expires: 1-15-93

STATE OF OREGON )  
County of Klamath ) ss.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of November, 1992, by DAVID L. KIRCHER.

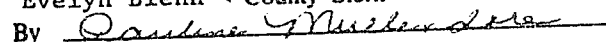
  
Notary Public for Oregon  
My Commission Expires: 11-28-94



STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 4<sup>th</sup> day of Dec. A.D., 1992 at 3:16 o'clock P.M., and duly recorded in Vol. M92 of Deeds on Page 28810.

Evelyn Biehn - County Clerk

By 

FEE \$35.00  
cc 1.50