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MTC 38539

Vol. m96 Page 24735

MEMORANDUM OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that on August 2, 1996, Amy G. Eslinger appearing as vendor, entered into a Contract of Sale to sell real and personal property to Larry L. Childers and Sandi K. Childers as vendees. The real property is known as:

That portion of the W1/2 of the SW1/4 that lies South of Cherrywood Lane, a platted Road of Juniper Acres in Section 35, Township 35 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, together with untitled 12' travel trailer, stock tanks and squeeze chute.

SUBJECT TO: Easements, rights of way of record and those apparent on the land. Property has been granted farm use valuation. If the land becomes disqualified for special assessment under Oregon statute, an additional tax may be levied. In addition thereto, a penalty may be levied if notice of disqualification is not timely given. In the event the property should be disqualified from farm use valuation and additional taxes are imposed by Klamath County, the buyers agree to pay said additional taxes within 30 days from the date of notification to the buyers of the additional tax liability. Failure to pay the additional tax liability to Klamath County shall constitute a breach of this agreement.

Account No. 3510-035CO-0900 - Key No. 273956 - Code No. 008

That the vendees in said contract agreed to pay the vendor the sum of \$65,000.00.

This Memorandum is not a complete summary of the Contract of Sale. Provisions in the Memorandum shall not be used in interpreting the contract provisions. In the event of a conflict between the Memorandum and the unrecorded Contract of Sale,, the unrecorded Contract of Sale shall control.

Amy G. Eslinger

By _____
Linda J. Epperson,
her attorney in fact, Vendor

Larry L. Childers
Larry L. Childers, Vendee

Sandi K. Childers
Sandi K. Childers, Vendee

STATE OF OREGON, County of Linn August 6, 1996

Personally appeared the above named Linda J. Epperson, who, being duly sworn, did say that she is attorney in fact for Amy G. Eslinger and that she executed the foregoing instrument by authority of and in behalf of said principal; and she acknowledged said instrument to be the act and deed of said principal. Before me:

Notary Public for Oregon
My Commission Expires: _____

STATE OF OREGON, County of Linn August 6, 1996

Personally appeared the above named Larry L. Childers and Sandi K. Childers and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Jessica Whitlatch
Notary Public for Oregon
My Commission Expires: 11/7/97

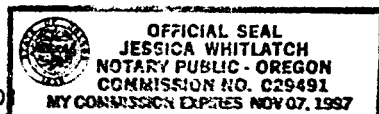
Forward tax statements to:
LARRY L. & SANDI K. CHILDERS
PO BOX 2747
ALBANY OR 97321

After recording, return to:

AMERITITLE

COLLECTION #38539

222 S SIXTH STREET, KLAMATH FALLS OR 97601



THIS MEMORANDUM OF CONTRACT WILL BE EXECUTED IN COUNTERTYPES EACH WHICH SHALL BE DEEMED AN ORIGINAL REGARDLESS OF THE DATE OF ITS EXECUTION AND DELIVERY AND ALL SUCH COUNTERTYPES TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.

WILLIAM L. SISEMORE
Attorney at Law
540 Main Street
KLAMATH FALLS, ORE.

97601
541/882-7229
O.S.B. #701336

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MEMORANDUM OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that on August 2, 1996, Amy G. Eslinger appearing as vendor, entered into a Contract of Sale to sell real and personal property to Larry L. Childers and Sandi K. Childers as vendees. The real property is known as:

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Amy G. Eslinger *Amy G. Eslinger*
By *Linda J. Epperson, her attorney in fact*
Linda J. Epperson,
her attorney in fact, Vendor

Larry L. Childers, Vendee

Sandi K. Childers, Vendee

STATE OF OREGON, County of Klamath)ss August 6, 1996, 1996

Personally appeared the above named Linda J. Epperson, who, being duly sworn, did say that she is attorney in fact for Amy G. Eslinger and that she executed the foregoing instrument by authority of and in behalf of said principal; and she acknowledged said instrument to be the act and deed of said principal. Before me:



Kristin L. Redd
Notary Public for Oregon
My Commission Expires: 11/16/99

STATE OF OREGON, County of Klamath) _____, 1996

Personally appeared the above named Larry L. Childers and Sandi K. Childers and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Forward tax statements to:
LARRY L. & SANDI K. CHILDERS
PO BOX 2747
ALBANY OR 97321

Notary Public for Oregon
My Commission Expires: _____

After recording, return to:

AMERITITLE
COLLECTION #38539
222 S SIXTH STREET, KLAMATH FALLS, OR 97601

THIS MEMORANDUM OF CONTRACT WILL BE EXECUTED IN COPIES EACH WHICH SHALL BE DEEMED AND ORIGINAL REGARDLESS OF THE DATE OF ITS EXECUTION AND DELIVERY AND ALL SUCH COPIES TOGETHER SHALL CONSTITUTE ONE AND THE SAME DOCUMENT.

WILLIAM L. SISEMORE
Attorney at Law
540 Main Street
KLAMATH FALLS, ORE.

97601
541/882-7229
O.S.B. #701336

24737

THIS INSTRUMENT
WAS FILED FOR
RECORD IN THE
CLERK'S OFFICE
OF THE COUNTY OF
OREGON, THIS
12TH DAY OF
AUGUST, 1996.

DECLARATION OF THE SAME DOCUMENT

ATTESTED TO THE FACTS OF THE EXISTENCE OF THE INSTRUMENT AND THE FACT THAT THE SAME IS A TRUE AND CORRECT COPY OF THE ORIGINAL INSTRUMENT AS SUBMITTED TO THE CLERK'S OFFICE FOR RECORD.

THE HIXON TRUSTEE TRUST AGREEMENT OF 1994

COMMISSION NO. 049216

OFFICIAL SEAL

1. THE HIXON TRUSTEE TRUST AGREEMENT OF 1994

2. THE HIXON TRUSTEE TRUST AGREEMENT OF 1994

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6. THE HIXON TRUSTEE TRUST AGREEMENT OF 1994

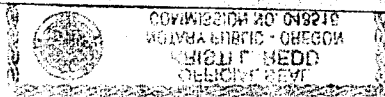
STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of AmeriTitle the 12th day of August A.D., 1996 at 3:48 o'clock P.M., and duly recorded in Vol. M96 of Deeds on Page 24735

FEE \$40.00

Bernetha G Letsch, County Clerk

By [Signature]



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IN WITNESS WHEREOF, I have hereunto set my hand and the seal of the County of Klamath, Oregon, this 12th day of August, 1996.

24737