Klamath County 305 Main Street, Rm 238 Klamath Falls, OR 97601 VENDOR NAME & ADDRESS

Michael N. Kincade 3900 Hancock Dr Sacramento, CA 95821

VENDEE(S) NAME & ADDRESS

Michael N. Kincade 3900 Hancock Dr Sacramento, CA 95821 AFTER RECORDING RETURN TO:

Michael N. Kincade 3900 Hancock Dr Sacramento, CA 95821 Until a change is requested all tax statements shall be sent to the following address: 2012-006763 Klamath County, Oregon



06/21/2012 09:11:38 AM

Fee: \$37.00

MEMORANDUM OF LAND SALE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS, that on June 14, 2012, Klamath County, a Political subdivision of the State of Oregon, as vendor and Michael N. Kincade, as vendee(s) made and entered into a certain Land Sale Agreement wherein said vendor agreed to sell to said vendee(s) and the latter agreed to purchase from said vendor the fee simple title in and to the following described real property in Klamath County, State of Oregon, to-wit:

A parcel of land situated in Section 6, Township 36 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows: Commencting at the SW corner of the NE quarter of said Section 6; thence N 89° 57' 08" East, along the Southerly line of said NE quarter, 704.38 feet to the point of beginning for this description; thence continuing N 89° 57' 08" East along said Southerly quarter section line, 461.01 feet; thence leaving said Southerly quarter section line North 499.63 feet; thence West 435.09 feet; thence S 02° 58' 02" West, 500.69 feet to the true point of beginning. Together with an easement 60.00 feet in width for right of way purposes as granted by Warranty Deed recorded October 7, 1977, in Volume M77, Page 19175, Mircrofilm Records of Klamath County, Oregon.

Subject to covenants, conditions, restrictions, easements, reservations, rights, rights of way and all matters appearing of record.

The true and actual consideration of the transfer, set forth in said Land Sale Agreement is \$1,600.00, all deferred payments bear interest at the rate of 10% per annum from the date of said Land Sale Agreement until paid.

In Witness Whereof the said vendor has executed this Memorandum June 18 , 2012.

Before signing or accepting this instrument, the person transferring fee title should inquire about the person's rights, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, and Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010. This instrument does 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 that the unit of land being transferred is a lawfully established lot or parcel, as defined in ORS 92.010 or 215.010, to verify the approved uses of the lot or parcel, to determine any limits on lawsuits against farming or forest practices, as defined in ORS 30.930, and to inquire about the rights of neighboring property owners, if any, under ORS 195.300, 195.301 and 195.305 to 195.336 and Sections 5 to 11, Chapter 424, Oregon Laws 2007, and Sections 2 to 9 and 17, Chapter 855, Oregon Laws 2009, and Sections 2 to 7, Chapter 8, Oregon Laws 2010.

Michael R. Markus, Klamath County Surveyor

State of Oregon (County of Klamath (County of Klama

This instrument was acknowledged before me on <u>June 18, 2012</u>, by Michael R. Markus, as Klamath County Surveyor, duly authorized and directed to sign this instrument in lieu of the Chairman of the Board of County Commissioners and Commissioner of Klamath County, Oregon, and the duly elected, qualified and acting Commissioners, respectively, of said County and State; and said Klamath County Surveyor acknowledged said instrument to be the free act and deed of said County.

(SEAL)



Notary Public for Oregon
My Commission Expires: 20,2015