**2019-001058**Klamath County, Oregon

02/05/2019 10:01:38 AM

Fee: \$87.00

AFTER RECORDING RETURN TO: Jake McGarry PO Box 1144 Philomath, Oregon 97370

SEND TAX STATEMENT TO: Robert Hicks 3995 NW Glenwood Avenue Albany, Oregon 97321

## LAND SALE CONTRACT

This agreement made between Jacob Charles McGarry (henceforth known as "Buyer") agrees to purchase from Lyle Mordhorst (henceforth known as "Seller") five acres and cabin (henceforth known as "Land") located at the following address: **See Below**, in the city of **Klamath** and State of **Oregon**. Further legal description of the Land is as follows:

- 1. The seller agrees to sell to the buyer and the buyer agrees to purchase from the seller all of the following land, premises, furniture and equipment located in Klamath County in the state of Oregon.
- 1/6 equal ownership of five acres M/L at lot 39, section 9, township 25, Range 8.0, block section 9, tract N2S2S2W2E2SE4, Acres 5.0 in the Schoonover subdivision located north of highway 58 and west of highway 97 informally referred to as "OUTLAW ACRES."

This Contract is executed on January 25, 2019.

The following terms and conditions apply to this Contract:

- 3. Price: Buyer agrees to purchase the Land described above, paying a total lump sum purchase price of \$4000.00 in cash. The seller agrees to sell to the buyer and the buyer agrees to purchase from the seller all of the following land, premises, furnishings, and equipment located in Klamath County in the state of Oregon.
- 4. <u>Insurance</u>: This property and buildings are not now nor will be in the future, insured against loss, damage or injury.
- 5. <u>Taxes</u>: All taxes on the Land shall be the 1/6 responsibility of Buyer and paid \$120.00 annually. A notification will be sent via Post Office mail annually.
- 6. ADDITIONAL TERMS: The buyer shall be entitled to possession of property immediately upon purchase and will remain entitled indefinite access without limitation. Should the buyer decide to sell, the buyer must

first offer their share to the other five equal property owners. If the property is not sold at that level, the buyer has the option to sell to a third party purchaser. The new purchaser must be approved to be a partner by a majority vote of the current partners.

This Contract is executed on the 25th day of January, 2019.

We, the undersigned, agree to this Contract and all its terms.

Lyle Mordhorst	1-25-19
Seller (Print Name)	Date 1-25-19
Seller Signature	Date 1 - 2 / - 1 A
Dacob M 6 mm/ Buyer (Print Name)	$\frac{1-3/-19}{\text{Date}}$
July Wynn	1-31-19
Buyer Signature	Date
STATE OF OREGON ) ss.	
County of Marion  Personally appeared before me on the 25 day of January, 2019, the abovenamed Lyle Mordhorst and acknowledged the foregoing instrument to be its voluntary act and deed.	
OFFICIAL STAMP  NATHAN M WUERCH  NOTARY PUBLIC - OREGON  COMMISSION NO. 972978  MY COMMISSION EXPIRES APRIL 10, 2022	Notary Public for Oregon
STATE OF ODECOM	

STATE OF OREGON

) ss.

County of Benton

Personally appeared before me on the 300 day of January, 2019, the abovenamed Jacob McGarry and acknowledged the foregoing instrument to be its voluntary act and deed.



Notary Public for Oregon