

THIS CONTRACT, Made the 19th day of January, 1961, between
Meeker Farms, Inc., an Oregon corporation,

of the County of Klamath and State of Oregon, hereinafter called
the first party, and Richard J. Meeker §

of the County
of Clatsop and State of Oregon hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Klamath, State of Oregon; to-wit:

SW¹/₄SW¹/₄ of Section 5; and SE¹/₄SE¹/₄ of Section 6, all in Township 40 S. R. 9 E.W.M.,

Subject to contract and/or lien for irrigation and/or drainage; and easements and rights of way of record and apparent on the land,

for the sum of - Six Thousand - Dollars (\$ 6000.00)
on account of which nothing Dollars (\$ 0.00)

is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party); and the remainder to be paid to the order of the first party with interest at the rate of 4 1/2 per cent per annum from April 1, 1961, on the dates and in amounts as follows: \$1000 April 1, 1961 and \$1000 on the 1st day of every April month thereafter, until fully paid, said installments being inclusive of the accruing interest.

It is understood that first party's interest is by virtue of contract of sale of said premises and other land, which contract has been assigned to first party by original vendee therein. Second party does not assume said contract, and first party shall pay the same as it becomes due and hold second party harmless therefrom.

[illegible]

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

[illegible]

second party and its assigns. _____

But if said second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times and places specified herein, or shall fail to keep any of the other terms, or conditions of this agreement, time of payment, and strict performance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this agreement null and void, and to recover the principal sum of money advanced by it to the second party, with interest thereon, payable and/or (3) to foreclose this contract by sale in equity, and in any of such cases, all the right and interest hereby created or thereafter existing in favor of the second party derived under this agreement, shall entirely cease and determine, and the premises hereinbefore recited shall be null and void, and the first party shall be discharged and without any right of the second party of reclamation or compensation for money paid or for improvements made as above.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the court may adjudge reasonable for plaintiff's attorney's fees in said suit or action.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party 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.

In construing this contract, it is understood that the first party or the second party may be more than one person; 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. First party, pursuant to resolution of the Board of Directors, duly

IN WITNESS WHEREOF, The said parties have hereunto set their hand in duplicate the day and year first above written.

MEEKER FARMS, INC. (SEAL)

by Joe Tucker (SEAL)

Walter G. ... President

by Nickerson Secretary (S)

(For notarial acknowledgment, see reverse)