

C O N T R A C T

This agreement made and entered into this 20th day of March, 1963, by and between E. G. BORN and DOROTHY R. BORN, his wife, parties of the first part, hereinafter known as BORN, and JOSEPH J. BAIR and MARY ELLEN BAIR, his wife, parties of the second part, hereinafter known as BAIR,

W I T N E S S:

BORN, for and in consideration of the covenants and agreements of BAIR, covenants and agrees as follows:

1. To sell to BAIR the following described real property situated in Klamath County, Oregon, to-wit:

NEANWA, NWANWA Section 35, Township 39, Range 9, E.W.M., less portions deeded to the United States of America and to the Modoc Northern Railway, subject to acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder; liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements and water and irrigation rights in connection therewith.

2. To convey said real property by Warranty Deed, free and clear of all encumbrances except as above stated.

3. To furnish an Abstract of Title showing marketable title to the above described real property, subject only to the above reservations.

BAIR, in consideration of the covenants and agreements of BORN, covenants and agrees as follows:

4. To purchase the above described real property and to pay therefor to BORN, or the survivor thereof, the total sum of Thirty-Four Thousand and No/100 (\$34,000.00) Dollars, payable in the following manner:

Nine Thousand Eight Hundred Sixty and No/100 (\$9,860.00) Dollars upon the execution hereof, receipt of which is hereby acknowledged, and the balance of Twenty-Four Thousand One Hundred Forty and No/100 (\$24,140.00) Dollars, together with interest at

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the rate of six percent (6%) per annum, in ten (10) equal annual installments of Three Thousand Three Hundred Fifty-Two and 32/100 (\$3,352.32) Dollars each; the first annual installment the first day of April, 1964, and a like payment on the same day of each year thereafter; said payments to include interest at the rate of six percent (6%) per annum. BAIR shall have the right to make payments in excess of those provided for herein, in which event, interest at the rate of six percent (6%) per annum shall be charged to the date of such payment; provided, however, that no payment other than the initial down payment shall be made during the calendar year, 1963, and BAIR shall not in any one calendar year pay in excess of Ten Thousand and No/100 (\$10,000.00) Dollars on principal.

5. To commit no strip or waste of the premises above described.

6. To incur no obligations that shall or may become a lien upon the above described real property superior to the interest of BORN without promptly discharging the same when due.

7. To pay all taxes and other public charges assessed and payable on the above described real property subsequent to the date hereof. Taxes and water charges shall be pro-rated as of the date hereof.

IT IS MUTUALLY UNDERSTOOD AND AGREED AS FOLLOWS:

8. Possession of the above described real property shall vest in BAIR upon the execution hereof. Title, however, shall remain in BORN until payment in full of the purchase price, principal and interest due hereunder.

9. This agreement, together with a warranty Deed, above mentioned, Abstract of Title, and Conveyance of Easement from BAIR to BORN shall be placed in escrow with The First National Bank, Klamath Falls, Oregon, and all payments to be made hereunder shall be made to said escrow agent.

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