

SUPPLEMENT OF SALE

THIS AGREEMENT, MADE AND ENTERED INTO this 11 day of
 1970, by and between HERMAN WHEELER and BONNIE JEAN WHEELER,
 husband and wife, hereinafter referred to as Sellers, and WILLIAM
 J. HAYES, a single person, hereinafter referred to as Buyer.

WITNESSETH:

In consideration of the sum of One Hundred and Fifty
 thousand dollars, hereby agreed to and paid by Buyer to Seller,
 the following described land, property located in Blaine County,
 Oregon, and described as follows:

All that certain real property more particularly set
 forth in Exhibit "A" which is attached hereto and by
 this agreement made a part hereof.

Together with, any and all water rights, water, ditches,
 reservoirs and water appurtenances and profits thereunto in
 anywise.

Subject to: Easements and rights of way of record and
 shown apparent on the land rights of the public in and to
 that portion of the above property lying within the limits
 of roads and highways; if any; HOWEVER, FURTHER, in that
 certain mortgage, including the terms and provisions thereof,
 dated July 29, 1969, recorded August 5, 1969, in H-69 at
 page 6767, given to secure the payment of \$22,000.00, with
 interest thereon and such future advances as may be pro-
 vided therein, executed by Herman Wheeler and Bonnie
 Wheeler, his husband, to the Federal Land Bank of Spokane,
 which Seller assume and agree to pay and hold Buyer harmless
 therefrom.

The purchase price of the property, which Buyer agrees to
 pay, shall be the sum of Seventy Thousand and No/100, (\$70,000.00),
 payable as follows: \$20,300.00 upon the execution hereof;
 the balance of \$49,700.00 shall be paid in annual installments of
 \$5,000.00, plus interest at the rate of 7 1/2% per annum on the
 unpaid balance, the first such installment to be paid on the 1st
 day of December, 1970, and a further and like installment to be
 paid on or before the 1st day of each and every December thereafter
 after until the entire purchase price, including both principal
 and interest, is paid in full, provided, however, that Buyer shall
 make no additional payments on either principal or interest until

Witness my hand and
 seal of said County
 this 11th day of
 December, 1970.

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the calendar year 1970, after which time Buyer shall have the privilege at any time to pay off the entire balance of the purchase price and interest, or part thereof, without penalty.

It is further mutually understood and agreed as follows:

1. Interest shall commence on the date hereof.

2. Buyer shall have the right to possession of the subject real property on November 15, 1968, provided, however, that Buyer shall have the right to enter upon or make improvements upon what is referred to and known as the "bull bank land" and commonly referred to as the "stake place", such as will not interfere with the grazing and watering of livestock.

3. Buyer shall pay promptly all indebtedness incurred by his wife which may become a lien upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens and encumbrances of whatever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pre-paid as of the date hereof and in the event Buyer shall fail to so pay, when due, any such

matter or amounts required by Buyer to be paid hereunder, or to procure and pay reasonably for said insurance, Sellers may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Sellers and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Sellers for Buyer's breach of contract, and, in such event or events, the senior holder is hereby disinterested and authorized to so add such amount to the contract balance upon being tendered a proper receipt therefor.

4. Buyer shall keep all improvements on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss pay-

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Buyer: [illegible]
Sellers: [illegible]
Witness: [illegible]

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1 title to the parties hereto and the interests herein reflected,
 2 if any, all, as their interests appear at the time of loan, all
 3 unsecured loans shall be borne by Buyer, on or after the date
 4 Buyer becomes entitled to possession.

5 6. Buyer agrees that all improvements now located or which
 6 shall hereafter be placed on the property, shall remain a part
 7 of the real property and shall not be removed at any time prior
 8 to the expiration of this agreement without the written consent
 9 of Sellers. Buyer shall not remove or suffer any waste of the
 10 property, or any improvements thereon, and shall maintain the
 11 property, improvements and alterations thereof, in good condition
 12 and repair.

13 7. Seller shall upon the execution hereof make and execute
 14 in favor of Buyer a good and sufficient deed conveying said prop-
 15 erty free and clear of all liens and encumbrances, except as
 16 herein provided, and will place said deed and a Purchase's Policy
 17 of Title Insurance, together with one of these agreements in
 18 escrow at the United States National Bank of Oregon, Klamath Falls

19 branch, Klamath Falls, Oregon, and shall enter into written escrow
 20 instructions in form satisfactory to said escrow holder and the
 21 parties hereto, instructing said escrow holder that when, and if,
 22 Buyer shall have paid the balance of the purchase price in accord-
 23 ance with the terms and conditions of this contract, said escrow
 24 holder shall deliver said deed and policy of title insurance to
 25 Buyer, but in case of default by Buyer said escrow holder shall,
 26 on demand, surrender said instruments to Sellers.

27 8. That Sellers warrant and represent that they will make
 28 all payments on the above mentioned mortgage as the same fall due
 29 and that in the event of their failure so to do, Buyer shall have
 30 the right to make such payments and take credit on this agreement
 31 at Buyer's option, or in the alternative, Buyer may give written
 32 notice to Sellers of such delinquencies and in the event of Sellers

Failure to remedy said deficiencies within sixty (60) days after the receipt of such written notice, Buyer shall have the right to rescind this contract and recover the entire paid amount.

3. The parties hereto shall share equally in the payment of the initial survey charges herein provided.

4. Sellers shall further upon the execution hereof, assign and transfer over unto Buyer all their right, title and interest in and to all water rights on the same affect and liable to the benefit of said subject property.

5. The parties hereto shall further cooperate with and execute the assignment and transfer of the Bureau of Land Management land grazing rights and parcels on the same affect said subject property upon such terms as may be mutually agreed and subject to the approval of the Federal Land Bank of Spokane and the Bureau of Land Management.

6. Time is of the essence of this agreement, and in the event Buyer shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Sellers shall, at their option, subject to the requirements of notice as

herein provided, have the following rights in addition to any and all other remedies provided for by law:

1. To foreclose this contract by strict foreclosure in equity, it being understood that a breach of any provision hereof, as above provided, shall entitle Sellers to strict foreclosure of this agreement without notice, and upon the filing of such suit all of Buyer's right, title and interest in and to the above described property shall immediately cease, Sellers being entitled to the immediate possession thereof and Sellers being further entitled to all payments therefor made by Buyer to Sellers, and, all improvements and crops placed or growing upon said real property, shall be forfeited unto Sellers as liquidated damages. Such right to possession in the Sellers shall not be deemed in-

WITNESSES:
Sellers:
Buyer:

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1 consistent with the suit for strict foreclosure but shall
 2 be in furtherance thereof, and in the event Buyer shall refuse to
 3 deliver possession upon the filing of such suit, Buyer by the
 4 execution of this agreement and the covenants of the parties to
 5 be kept and performed herein, consent to the entry of an inter-
 6 locutory order granting possession of said property unto Sellers
 7 immediately upon the filing of any such suit for strict fore-
 8 closure without the necessity of the Sellers' putting an order
 9 taking or having a receiver appointed or, in the alternative,

10 3. To declare the full unpaid balance of the purchase price
 11 immediately due and payable, and, in such event, Sellers may
 12 either bring an action at law for the balance due, thereby waiving
 13 the security, or in the alternative, may file suit in equity for
 14 such unpaid balance, principal and interest, and have the property
 15 sold at judicial sale and have the proceeds thereof applied to
 16 the court costs, attorney fees, and the balance due Sellers, and
 17 Sellers may recover a deficiency judgment against the buyer for
 18 any unpaid balance remaining thereon.

19 4. To specifically enforce the terms of this agreement by
 20 suit in equity.

21 5. To declare this agreement null and void as of the date
 22 of the breach and to retain as liquidated damages the amount of
 23 all payments theretofore made, including all improvements and/or
 24 crops growing or otherwise upon said real property. Under this
 25 option all of the right, title and interest of buyer shall revert
 26 to and revert in Sellers without any act of re-entry or of any
 27 other act by Sellers to be performed, and buyer agrees to peace-
 28 ably surrender the premises to Sellers, or in default thereof
 29 buyer may, at the option of Sellers, be treated as a tenant hold-
 30 ing over unlawfully after the expiration of a lease and may be
 31 removed as such.

32 Buyer shall not be deemed in default for failure to perform

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 ATTORNEY AT LAW
 1001 BROADWAY
 NEW YORK 10003

any amendment or modification of this contract other than the failure to make payments as provided for herein, until notice of such default has been given by Sellers to Buyer and Buyer shall have failed to remedy such default within ninety (90) days after the giving of such notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified and/or registered letter containing said notice and addressed to Buyer, at his last known address, it being understood that in the event Buyer shall fail to make the payments herein provided and said failure shall continue for more than the said ninety (90) days after the payment becomes due, Buyer shall be deemed in default and Sellers shall not be obligated to give notice to Buyer of a declaration of such default.

And in case suit or action is instituted to enforce this contract or to enforce any of the provisions hereof, Buyer agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed Sellers in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the Buyer further promises to pay such sum as the appellate court shall adjudge reasonable as Sellers' attorney's fees on such appeal.

Buyer further agrees that failure by Sellers at any time to require performance by Buyer of any provision hereof shall in no way affect Sellers' right hereunder to enforce the same, nor shall any waiver by Sellers of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision or be a waiver of the provision itself.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

10445

1 Witness the hands of the parties the day and year first
2 herein written.

3 WITNESSES: *William J. Rajius*
4 *James J. Vowell*
5 *William J. Rajius*

6 STATE OF OREGON }
7 COUNTY OF CLATSOP } ss. September 11, 1969

8 Personally appeared the above named JAMES J. VOWELL and WILLIAM
9 J. RAJUIS, husband and wife, and acknowledged the foregoing
10 instrument to be their voluntary act and deed.

11 BEFORE ME:
12 *John P. O'Connell*
13 Notary Public for Oregon
14 My Commission expires 9/21/69

13 STATE OF OREGON }
14 COUNTY OF CLATSOP } ss. September 11, 1969

15 Personally appeared the above named WILLIAM J. RAJUIS, a
16 single man, and acknowledged the foregoing instrument to be his
17 voluntary act and deed.

18 BEFORE ME:
19 *John P. O'Connell*
20 Notary Public for Oregon
21 My Commission expires 9/21/69

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EXHIBIT "A"

- The following described real property, in Clatsop County, Oregon:
- PARCELS
1. EAST 1/4 of SECTION 15, Township 40 South, Range 12 East of the Willamette Meridian.
 2. ALL of SECTION 16, EXCEPT for the NORTH 1/4 in Township 40 South, Range 12 E.W.M.
 3. S.W. 1/4, N.W. 1/4, NE 1/4 and S.W. 1/4 of SECTION 17, Township 40 South, Range 12 E.W.M.
 4. N.W. 1/4 and S.W. 1/4 of SECTION 21, Township 40 South, Range 12 E.W.M.
 5. N.W. 1/4, S.W. 1/4, and NE 1/4 of SECTION 22, Township 40 South, Range 12 E.W.M.

do hereby conveying, however, to themselves, their heirs, assigns, representatives and assigns, a right of way for the purpose of ingress and egress over and upon the following described real property, namely:

An easement 60 feet in width along the East line of the NW 1/4 and the East line of the NE 1/4 NW 1/4, Section 15, and the Northerly 60 feet of the NW 1/4 NW 1/4, Section 15, and the Northerly 60 feet of the NW 1/4 NW 1/4, Section 15, and the Northerly 60 feet of the NW 1/4 NW 1/4, Section 22, all in Township 40 South, Range 12 E.W.M., Clatsop County, Oregon.

EXHIBIT "A" - Vessel to Register

STATE OF OREGON
County of Clatsop

This is to certify that the foregoing is a true and correct copy of the original as the same appears in the records of the County of Clatsop, Oregon, and is subject to the provisions of the Act of March 10, 1909, Chapter 10, Laws of Oregon.

Wm. D. Miller, County Clerk

Per 11/11

At