

THIS CONTRACT, Made this 24th day of NOVEMBER, 1969, between
CLIFFORD J. EMMICH and WINIFRED L. EMMICH, husband & wife, 1931 El Arbolita Drive,
Glendale, California 91208
and JOHN M. SCHOONOVER and ARBA F. SCHOONOVER, husband & wife, 12022 Bradfield Avenue,
Lynwood, California

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon to-wit:

TOWNSHIP 36 South, Range 12 East, W.M.
Section 28: Southwest 1/4 of Northeast 1/4 and West 1/2 of Southeast 1/4 of
Northeast 1/4 and West 1/2 of Southeast 1/4 and West 1/2 of East 1/2 of
Southeast 1/4 and

Section 33: East 1/2 and East 1/2 of Southwest 1/4.
(580 acres)

This conveyance is made subject to reservations and restrictions of record, easements and rights of way of record, those apparent on the land, and to a 60 ft. wide easement for joint user roadway and all other roadway purposes over and across existing road.

for the sum of Forty-Six Thousand Four Hundred and no/100***** Dollars (\$ 46,400.00)
(hereinafter called the purchase price), on account of which Nine Thousand Four Hundred and no/100
Dollars (\$ 9,400.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 37,000.00) to the order
of the seller in ~~monthly~~ payments of not less than \$4,810. annually incl. 6% per annum interest
~~beginning March 1st 1970 and every March 1st, all payable~~ beginning March 1st 1970 and every March 1st, all payable
8 years from date. (Truth in Lending: \$37,000 bal. plus \$11,100. interest = \$48,100.
payable in 8 equal annual payments of \$5,990.00 each, first payment due March 1st 1970)
~~and said balance of said purchase price shall bear interest at the rate of six per cent per annum from~~
all deferred balances of said purchase price shall bear interest at the rate of six per cent per annum from

The buyer warrants to and covenants with the seller that the real property described in this contract is
 (A) primarily for buyer's personal, family, household or agricultural purposes,
 (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on 11/2 1969 and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which may hereafter lawfully be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount

not less than \$ -0- _____ per annum, payable by the buyer to the seller as interest on the amount of the purchase price or damage by fire (with extended coverage) in an amount their respective interests may appear, in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as such liens, costs, water rents, taxes, or charges or to insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such sum or part of the debt secured by this contract and shall bear interest at the rate advised, without waiver, however, of any right arising to the seller for buyers' account.

The seller agrees that at his expense and within 60 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, except the usual printed exceptions and the building and other restrictions and easements shown on the plat of record. The seller also agrees that when said purchase price is fully paid, the free and clear title and clear title shall be delivered to the buyer upon surrender of this agreement, that when the purchase price is so paid, the seller shall deliver to the buyer a deed of the date hereof and free and clear of all such liens, mortgages, taxes, water rents, etc., placed, permitted or arising by, through or under the seller, excepting, however, the liens, mortgages, taxes, water rents, etc., created by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed that by the

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 46,400.00 00. However, the actual consideration consists of or includes either property or value given or promised which is part of the whole consideration (indicate which):
 In case sale or action is instituted to foreclose this contract or to enforce any of its provisions, the whole consideration shall be deemed to be a waiver of any such provision, or of a waiver of the provision itself.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may deems reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall require, reasonable costs, expenses and disbursements of counsel for the plaintiff.

appeal. In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract so requires, the singular pronouns 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, and the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers, duly authorized thereunto by order of its board of directors.

John M. Schomover (Cliff) Engineer
Altha J. Schomover

*Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable, Slovene-More Form No. 1308 may be used for disclosures under the Truth-in-Lending Act and Regulation Z unless the contract will become a first lien to finance the purchase of a dwelling in which renter Slovene-More Form No. 1307 must be used.

NOTE: The sentence between the symbols Φ is not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030, (Material acknowledgment on reverse).

