

Application For Special Assessment Of Unzoned Farm Land

And Additional Tax Deferral as Provided by ORS 306.370 to 308.395
 51394 An application must be filed On or Before April 1 of EACH Year VOL 1471 PAGE 4049
 Filed with the Klamath County Assessor for the year

CODE AND
ACCT. NOS.

Enter Applicant's Name and Address Below

Rupley, Forrest & Darlene
% Darrell Micha
Star Rt Box 167A
Malin

Applicant's Phone No.:

THIS SPACE FOR ASSESSOR'S USE ONLY

RECEIVED
 APR 1 1971
 Klamath County Assessor
 Date Received _____
 Late Value Notice _____
 Filing date _____
 extended _____
 STATE OF OREGON _____
 County of Klamath s.s.
 I certify that this application was received at
1:19 o'clock P M. on May 7, 1971
 and duly recorded by me in the Klamath
 County Record of Deeds, Book/Vol. M-71 Page 4049
Wm A. Malone By James D. Knutson
 County Clerk or Recorder Deputy

PROPERTY DESCRIPTION (Attach separate sheet if necessary)	Code Number	Account Number	Acres	Complete Only if Account Number Does Not Describe Property			
				Deed or Inst. No.	Section	Twp.	Rge.
	<u>16</u>	<u>109-109</u>	<u>127.92</u>				

Name the owners of record if different than applicant:

- A. What is the ownership interest of the applicant(s) in the above-described property?
☐ Fee Owner ☐ Life Estate ☐ Contract Purchaser ☐ Other (explain) _____
- B. Are there any outstanding leases or options to buy the surface rights of the above-described land for non-farm use? ☐ Yes ☐ No
- C. What was the gross farm income from the above-described land for each of the 5 calendar years immediately preceding the year of this application? (See General Information, Item 7, over.)
 19____ \$____; 19____ \$____; 19____ \$____; 19____ \$____; 19____ \$____
- D. Is all or part of the above-described land farmed by someone other than the undersigned?
☐ Yes ☐ No. (If yes, see General Information, Item 2, over.)
- E. Is the above-described land being used and has it been used during the preceding two years as a bona fide farm; that is, for the raising, harvesting and selling of crops to produce a profit in money or for the feeding, breeding, management and sale of livestock to produce a profit in money? ☐ Yes ☐ No

1. Show the farm use of the land by completing the schedules below:

LAND USE	ACRES		
	This Year (Planned)	First Prior Year	Second Prior Year
Cropland—Irrigated			
Cropland—Non-Irrigated			
Farm Woodlot			
Non-tilable Pasture			
Other			
Total Acres			

LIVESTOCK OR POULTRY (List by Type)	MAXIMUM NUMBER		
	This Year (Planned)	First Prior Year	Second Prior Year

2. List the major crops grown during the last crop year and the acres of each:

WARNING: Unzoned farm land, when specially assessed at farm-use value and later disqualified, becomes liable for additional taxes during the last 5 or lesser number of years in which the farm-use assessment was in effect, together with interest at 6%. (See General Information, Item 8, over.)

DECLARATION

I declare under the penalties for false swearing as contained in ORS 305.990(5) that this document, including any attached schedules and statements, has been examined by me and to the best of my knowledge is a true, correct and complete statement.

SIGNATURE X Darrell Micha 3/3/71 X
 OF X _____ X
 APPLICANT(S) X _____ X
 X _____ X
 Month Day Year Month Day Year

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ASSIGNMENT

THIS AGREEMENT, made and entered into this _____ day of August, 1970, by and between GEORGE MICKA and BEVERLY MICKA, husband and wife, hereinafter referred to as Assignors, and DARRELL ALAN MICKA and PHYLLIS MICKA, husband and wife, hereinafter referred to as Assignees,

WITNESSETH:

That for and in consideration of Ten and No/100, (\$10.00), Dollars, and other valuable consideration, the receipt of which is hereby acknowledged, Assignors do hereby sell, transfer, set over and assign unto Assignees, all their right, title and interest in and to that certain Contract of Sale of real property entered into on the 15th day of November, 1969, by and between FORREST E. RUPLEY and DORAINE RUPLEY, husband and wife, as Sellers, and Assignors herein as Buyers, said Contract presently being in escrow at the First National Bank of Oregon, Klamath Falls Branch, Klamath Falls, Oregon, the Assignors hereby selling, transferring and assigning, as well, unto Assignees all their right, title and interest in and to the following described real property, situated in Klamath County, Oregon, to-wit:

Lots 8, 9, 16, 20, 22, and the E 1/2 of Lot 10 in Section 14, Township 41 South, Range 11 E.W.M., Klamath County, Oregon

SUBJECT TO: All future real property taxes and assessments; 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; rights of the public in and to any portion of said premises lying within the limits of public roads and highways; Mortgage, including the terms and provisions thereof, dated June 9, 1967, recorded September 5, 1967, in M-67, page 5923, given to secure the payment of \$50,000.00, with interest thereon and such future advances as may be provided therein, executed by Forrest E. Rupley and Doraime Rupley, aka Doraime L. Rupley, husband and wife, to the Travelers Insurance Company, a Connecticut Corporation, which said mortgage Assignees herein assume and agree to pay according to the terms and tenor thereof and hold Assignors harmless therefrom.

It is further understood and agreed that the balance remaining

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unpaid in connection with said Contract of Sale is the sum of \$19,959.68, plus interest from November 15, 1969, and that the Assignees accept the foregoing assignment subject to all of the terms and conditions of said Contract of Sale.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands the day and year first hereinabove written.

ASSIGNORS:

Georgia Micka

Beverly Micka

ASSIGNEES:

Darrell Alan Micka

Phyllis Micka

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AGREEMENT OF SALE

THIS AGREEMENT, made and entered into this 15th day of November, 1969, by and between FORREST E. RUPLEY and DORAINE RUPLEY, husband and wife, hereinafter referred to as Sellers, and GEORGE WICKA and BEVERLY WICKA, husband and wife, hereinafter referred to as Buyers,

WITNESSETH:

Sellers agree to sell to buyers and buyers agree to purchase from Sellers that certain land, and all improvements thereon, situated in Klamath County, State of Oregon, described as follows:

Lots 8, 9, 16, 20, 22 and the E 1/2 of Lot 10 in Section 14, Township 41 South, Range 11 East, Klamath County, Oregon.

SUBJECT TO: All future real property taxes and assessments; 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; rights of the public in and to any portion of said premises lying within the limits of public roads and highways; Mortgage, including the terms and provisions thereof, dated June 9, 1967, recorded September 17, 1967, in W-67, page 603, given to secure the payment of \$50,000.00, with interest thereon and such future advances as may be provided therein, executed by Forrest E. Rupley and Doraine Rupley, and Doraine L. Rupley, husband and wife, to the Travelers Insurance Company, a Connecticut Corporation, which said mortgage buyers herein assume and agree to pay according to the terms and tenor thereof and hold Sellers harmless therefrom.

The purchase price therefor, which buyers agree to pay, shall be the sum of \$77,000.00, payable as follows: \$7,000.00 upon the execution hereof; the balance of said total purchase price amounting to the sum of \$70,000.00 shall be paid as follows: buyers assume and agree to pay the existing mortgage on said said property above described, on which the principal balance currently due is \$47,000.00 with accrued interest to the date hereof of \$3,040.32, and to perform in full the terms and conditions thereof. The remainder of the purchase price amounting to the sum of

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\$10,959.68 shall be paid as follows: the sum of \$9,979.84 plus interest shall be paid on 31st day of December, 1970, and a further and like sum of \$9,979.84 plus interest on the 31st day of December, 1971.

It is mutually agreed as follows:

1. Interest on all unpaid balances at the rate of 7 1/2% per annum shall commence on the date of the execution of this agreement, namely, November 15, 1969.
2. Buyers shall be entitled to possession of the property on November 15, 1969.
3. After January 1, 1971, buyers shall have the privilege of increasing any payment due or prepaying the balance at any time without penalty.
4. All taxes levied against the above described property for the year 1969-70 shall be pro-rated between Sellers and Buyers as of November 15, 1969, and, Buyers agree to pay when due all taxes which are hereafter levied against the property.
5. Buyer shall keep the buildings 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 payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss, all uninsured losses shall be borne by buyer, on or after the date buyer becomes entitled to possession.
6. Buyers shall maintain the property, and all improvements thereon, and all alterations thereof, in good condition and repair and shall not commit or suffer any waste of same.
7. Sellers shall upon the execution hereof make and execute in favor of buyers a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which buyer assumes, and will place said deed and a Purchaser's Policy of Title Insurance, together with

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one of these agreements in escrow at First National Bank of Oregon, Klamath Falls Branch, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyers shall have paid the sum of \$19,959.68, plus interest in accordance with the terms and conditions of this contract, said escrow holder shall deliver said deed and policy of title insurance to Buyers, but in case of default by Buyers said escrow holder shall, on demand, surrender said instruments to Sellers.

5. Sellers covenant and agree that they are the owners of the above described property free of all encumbrances except as herein mentioned.

6. Buyers during the term hereof shall farm said property in a good farmerlike manner according to the acceptable practices thereof in Klamath County, Oregon.

PROVIDED, FURTHER, THAT in case Buyers shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then Sellers shall have the following rights: (1) to foreclose this contract by strict foreclosure in equity; (2) to declare the full unpaid balance immediately due and payable; (3) to specifically enforce the terms of this agreement by suit in equity; (4) to declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of Buyers derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revert to Sellers without any declaration of forfeiture or act of reversion, and

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without any other act by Sellers to be performed and without any right of Buyers of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should Buyers, while in default, permit the premises to become vacant, Sellers may take possession of same for the purpose of protecting and preserving the property and their security interest therein, and in the event possession is so taken by Sellers they shall not be deemed to have waived their right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, Buyers agree to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney 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 Buyers further promise to pay such sum as the appellate court shall adjudge reasonable as Sellers' attorney's fees on such appeal.

Buyers further agree that failure by Sellers at any time to require performance by Buyers 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 of 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.

WITNESS the hands of the parties the day and year first herein written.

Sellers:

Forrest H. Hopley