

51519 Application For Special Assessment Of Unzoned Farm Land

And Additional Tax Deferral as Provided by ORS 308.370 to 308.395

An application must be filed On or Before April 1 of EACH Year VOL. 4169

Filed with the Klamath County Assessor (for the 1971) Assessment Year

CODE AND
ACCT. NOS.

Enter Applicant's Name and Address Below

Kuster, Albert L. &
Leona P.

THIS SPACE FOR ASSESSOR'S USE ONLY

MAR 23 1971

Date Received _____ Clerk _____ Approved _____ Denied _____

By Klamath County Assessor extended _____ days. ☐ Late Fee Charged ☐ J.V. No. _____

STATE OF OREGON
County of Klamath s.s.

I certify that this application was received at
10:41 o'clock A.M. on May 11, 19 71
and duly recorded by me in the Klamath
County Record of Deeds, Book/Vol. M 71 Page 4169
WM. D. MILNE By Mary J. Kirkman
County Clerk or Recorder Deputy

Applicant's Phone No.: 748-5765

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>18</u>	<u>89-103</u> ✓				
	<u>18</u>	<u>89-105</u> ✓				
	<u>18</u>	<u>89-108</u> ✓				

Name the owners of record if different than applicant: J.R. Haman

- 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 70 over \$500
- D. Is all or part of the above-described land farmed by someone other than the undersigned?
☐ Yes ☒ No. (If yes, see C. 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	<u>7</u>	<u>7</u>	
Cropland—Non-Irrigated			
Farm Woodlot			
Non-tillable Pasture	<u>18</u>	<u>18</u>	<u>10</u>
Other			
Total Acres	<u>25</u>	<u>25</u>	<u>10</u>

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:

Alfalfa - Pasture

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 Albert L. Kuster 3 22 71 X
OF X _____ X
APPLICANT (S) X _____ X
X _____ X
Month Day Year

A G R E E M E N T .

THIS AGREEMENT, Made and entered into in Klamath County, Oregon, this 8th day of July, 1960, by and between J.R. HINMAN and RUTH T. HINMAN, husband and wife, herein called "sellers", and ALBERT G. KUSLER and LUCIA P. KUSLER, husband and wife, herein called "buyers";

W I T N E S S E T H :

Sellers agree to sell to buyers and buyers agree to buy from sellers all of the following described real property situated in Klamath County, State of Oregon, to-wit:

Lot 5, Section 21; all that portion of the NW 1/4 of Section 21; and all that portion of the NE 1/4 of Section 22, lying South of the County Road,
All in Township 40 S., Range 10 E.W.M.

together with 1 hammer mill and engine, 3 hog feeders and 3 piles of lumber, at and for a total purchase price of EIGHTEEN THOUSAND, NINE HUNDRED, TWENTY-FIVE and NO/100 (\$18,925.00) DOLLARS, payable as follows: \$2200.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged by sellers, the balance of \$16,725.00 shall bear interest from the date hereof at the rate of 6% per annum and said balance shall be payable in monthly installments of not less than \$100.00 per month including accrued interest upon said balance. The first installment shall be due and payable on the 5th day of the month following the date of possession by buyers, and a further installment on the 5th day of each month thereafter until the balance and interest are paid in full. 8/2/60

Buyers agree to make the payments specified above promptly on the dates above named to the order of sellers at Klamath Falls, Oregon; to keep said premises at all times in as good condition as the same now are; to maintain all improvements now on or which may hereafter be placed on said premises until the entire purchase price has been paid and agree that they will keep said premises insured in a company or companies approved by sellers against loss or damage by

fire in a sum not less than \$7,500.00 with loss payable to the parties as their respective interest may appear. Said policy or policies of insurance are to be held by buyers, and buyers agree to provide to sellers proper proof of such insurance. Buyers shall pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens, encumbrances and charges of whatever nature and kind and buyers agree not to suffer or permit any of said premises to become subject to any tax liens, assessments, liens, charges or encumbrances whatsoever having precedence over the rights of sellers in and to said property.

Buyers shall be entitled to possession of said premises 30 days after the execution of this agreement.

Sellers will, simultaneously with the execution of this agreement, make and execute in favor of buyers a good and sufficient warranty deed conveying a fee simple title to said premises free and clear of all encumbrances whatsoever, except those of record and those apparent upon the ground, and shall make and execute in favor of buyers a bill of sale covering the above described personal property.

It is admitted by sellers that there are now certain encumbrances upon said real property which seller covenants and agrees to pay as hereinafter provided.

An executed copy of this agreement, together with the executed warranty deed and bill of sale of sellers shall be placed in escrow at First Federal Savings & Loan Association of Klamath Falls, Oregon. Said escrow holder shall be instructed that from the payment received under this agreement, after deducting its escrow fee, it shall hold the sum of \$22.44 per month to be paid when the same becomes due to the Federal Land Bank of Spokane, a corporation, upon that certain note and mortgage executed by Jess A. McKoen, a single man, to the said Federal Land Bank of Spokane, a corporation, on October 10, 1956, and recorded October 22, 1956, in Vol. 174, page 140, Mortgage Records of Klamath County, Oregon, until such time as said mortgage shall

have been paid in full. Said seller to pay from the net payment received of \$65.00 per month upon that contract McKeen and Freddie A. McKeen, husband and wife, instructed that when the buyers are due under the within contract the seller deliver to buyers a bill of sale hereinabove described.

It is further understood that the property hereinabove described is to be used for the maintenance, operation and repair of the property hereinabove described without any further authority or permission being received from sellers.

It is understood and agreed between the parties hereto that time is of the essence of this agreement and if buyer shall fail, refuse or neglect, for a period of 30 days to pay any of said installments, or interest, promptly as the same become due, or shall fail to keep and perform any of the agreements herein contained, then seller, at his option may terminate said contract. Notice of seller's election to terminate this agreement shall be given in writing by seller to buyer at the address of buyer below, and 10 days after the date of said notice all rights of buyer in and to said property and under this contract shall utterly cease and determine, and the property herein described shall revert to, and revert in seller without any declaration of forfeiture or act of re-entry, or without any other act by the sellers to be done or performed and without any right of the buyer of reclamation or compensation for money paid or for improvements made on said premises as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the sellers under this contract shall thereupon be forfeited without process of law and shall be

retained by and belong to the sellers as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and the liquidated damages to the seller for the buyer's failure to complete this contract, and in such case said escrow holder is hereby instructed to deliver said documents to sellers on demand for same, upon being supplied with a carbon copy of said notice of termination. In case suit or action is taken to enforce any provision of this agreement buyer agrees to pay, in addition to the costs and disbursements provided by law, such sums as the court may adjudge reasonable for seller's attorney fees therein.

HEIRS, SUCCESSORS, REPRESENTATIVES AND ASSIGNS of the parties hereto are hereby declared to be bound and benefited by the terms hereof.

IN WITNESS WHEREOF, the parties hereto have executed this agreement, this the day and year first hereinabove written.

s/ J. R. HINMAN (SEAL)

s/ RUTH T. HINMAN (SEAL)
(Sellers)

s/ ALBERT G. KUSLER (SEAL)

s/ LEONA P. KUSLER (SEAL)
(Buyers)

This agreement, together with the documents mentioned herein, and the escrow instructions contained herein, are received and accepted this 22nd day of August, 1960.

FIRST FEDERAL SAVINGS & LOAN ASSOCIATION

By s/ JAMES D. RICH