

SEP 20 12 43 PM 1971

M71

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

ASSIGNMENT

MELANCO DEVELOPMENT COMPANY OF ORE., LTD., a limited partnership, for valuable consideration acknowledged and received, hereby transfers and assigns all of said partnership's right, title and interest in and to that certain Land Sale Contract between Richard Gamegan and Bette Lou Gamegan, husband and wife, as Sellers, and Melanco Development Company of Oregon, Ltd., an Oregon limited partnership, as Purchaser, dated August 18, 1969, to Ralph Carmichael, a copy of which Land Sale Contract is attached hereto and made a part hereof as if fully set forth herein and marked Exhibit "A".

Dated: September 2, 1971.

MELANCO DEVELOPMENT COMPANY  
OF OREGON, LTD., an Oregon  
limited partnership

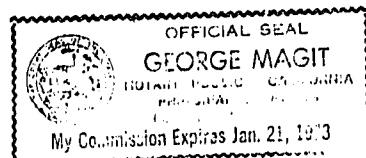
By David Meeks  
DAVID MEES, General Partner

By Paul Sprague  
PAUL SPRAGUE, General Partner

STATE OF CALIFORNIA )  
COUNTY OF LOS ANGELES )

On September 2, 1971, before me, the undersigned, a Notary Public in and for said County and State, personally appeared David Meeks and Paul Sprague, known to me to be the General Partners of the partnership that executed the within instrument, and acknowledged to me that such partnership executed the same.

WITNESS my hand and official seal.



George Magit  
Notary Public in and for  
said County and State

10007

LAND SALE CONTRACT

Between

RICHARD GAMEGAN and BETTE LOU GAMEGAN,  
husband and wife,  
as SELLERS

and

MELANCO DEVELOPMENT COMPANY OF OREGON, LTD.,  
an Oregon limited partnership,  
as PURCHASER

Riddlesbarger, Pederson, Brownhill & Young  
Attorneys at Law  
1170 Pearl Street  
Eugene, Oregon

EXHIBIT "A"

1960

TABLE OF CONTENTS

Paragraph	1	Price and Payment	Page	1
	2	Releases		2
	3	Access		4
	4	Property Taxes		4
	5	Possession		5
	6	Use and Maintenance		5
	7	Sellers' Covenant of Title		5
	8	Title Insurance		5
	9	Default and Remedies		6
	10	Written Notices		7
	11	Attorney's Fees		7
	12	Binding Effect		8



## LAND SALE CONTRACT

## PARTIES:

RICHARD GAMEGAN and BETTE LOU GAMEGAN, husband and wife (Sellers), and MELANCO DEVELOPMENT COMPANY OF OREGON, LTD., an Oregon limited partnership (Purchaser).

## AGREEMENT:

In consideration of the promises and agreements herein contained the Sellers agree to sell and the Purchaser agrees to purchase the real property, together with any improvements thereon, situated in Klamath County, state of Oregon, and described in Exhibit A attached hereto, upon the following terms and conditions:

1. Price and Payment. Purchaser agrees to pay as the purchase price therefor the sum of Three Hundred Fifty Thousand Dollars (\$350,000.00), of which Fifty Thousand Dollars (\$50,000.00) has been paid as a down payment, receipt of which is acknowledged. The purchase price balance of Three Hundred Thousand Dollars (\$300,000.00) shall be paid as follows: Not less than Fifty Thousand Dollars (\$50,000.00) on or before February 18, 1970; and not less than Twenty-Five Thousand Dollars (\$25,000.00) on or before February 18, 1973 and on or before the 18 day of February of each year thereafter, until the purchase price shall be fully paid. Interest on the declining principal balances at the rate of six percent (6%) per annum shall commence to accrue on February 18, 1970.

All accrued interest shall be paid on or before February 1971, 1971, and February 1972, 1972; thereafter, all accrued interest shall be paid concurrently with and in addition to the principal payments required above. All principal payments hereunder shall be applied toward partial releases of the premises described in Exhibit A, as set forth in Paragraph 2. Purchaser shall not be entitled to make any principal payments during the calendar year 1969, except for the above down payment; on and after January 1, 1970, Purchaser shall be entitled to prepay all or any portion of the contract balance at any time without penalty.

2. Releases. To permit Purchaser to utilize the premises in an orderly manner, the parties agree: In consideration of the above down payment, at the time of the execution of this agreement Sellers shall convey Parcel 1 to Purchaser. At the time of the additional payment of Fifty Thousand Dollars (\$50,000.00) due on or before February 1970, 1970, Sellers shall convey Parcel 2 to Purchaser. Thereafter, Purchaser shall be entitled to receive a deed of conveyance for additional parcels, when it shall make additional, accumulated principal payments computed as follows: The unpaid principal balance of Two Hundred Fifty Thousand Dollars (\$250,000.00) shall be divided by the total number of acres contained within Parcels 3 through 8, inclusive; the resulting

quotient shall be the acreage release price, and the release price for an entire parcel shall be obtained by multiplying the acreage release price times the quantity of acreage contained within the respective parcel. The remaining Exhibit A parcels shall be released in numerical sequence, that is, commencing with Parcel 3 and continuing in order to the release of Parcel 8. Provided, at any time prior to the third acreage release hereunder (Parcels 1 and 2 constituting the first two such releases), Purchaser shall have the right to pay Twenty Thousand Dollars (\$20,000.00) in addition to the release prices set forth above, and if that election is made then in consideration thereof Purchaser shall have the right to release parcels in the following sequence: 6, 5, 4, 3, 7 and 8. In that event, the additional payment of Twenty Thousand Dollars (\$20,000.00) shall be applied equally as a prepayment against the release prices otherwise computed hereunder for the release of Parcels 5, 4 and 3. All release payments under the terms of this paragraph shall be applied against the principal payments required under the terms of Paragraph 1 in the chronological order of those required payments. All conveyances by Sellers under the terms of this Land Sale Contract shall be by warranty deed, and shall convey fee simple title to Purchaser, its successors and assigns, free and clear of any encumbrances whatsoever. As parcels are



conveyed to Purchaser this contract shall be deemed fully executed to that extent; the vendors' remedies set forth below shall only apply to unreleased portions of the premises purchased hereunder.

3. Access. In addition to releases described above, to permit orderly use of the premises Sellers agree:

A. When Parcel 2 is conveyed to Purchaser, Sellers shall also convey Parcel 9 to Purchaser.

B. If at the time that any of the additional Parcels 3 through 8, inclusive, are released to Purchaser, the same shall not be served with a public road constituting legal access, then Sellers shall also convey to Purchaser, or join with Purchaser in a dedication to the public, as requested by Purchaser, that portion of an unreleased parcel reasonably necessary to provide legal access to the parcel selected for release.

The additional conveyances described in this paragraph shall be made without requiring Purchaser to make additional release payments therefor; and the amount of subsequent release prices shall be computed as if releases under this paragraph had not been made.

4. Property Taxes. Real property taxes for fiscal year 1969-70 shall be prorated between the parties on the date of the execution of this agreement. All subsequent real property

taxes and any other public or municipal lien or tax which may hereafter be assessed against the property shall be paid by Purchaser as the same becomes due.

5. Possession. Purchaser shall have possession of the premises as of the date of the execution of this agreement and shall remain in possession so long as it is not in default in the performance of its obligations under the terms hereof.

6. Use and Maintenance. Purchasers shall not permit any waste or strip of the premises and shall not use the premises for any illegal purposes.

7. Sellers' Covenant of Title. Sellers covenant that they are the owners of the Exhibit A real property in fee simple and that the same is free and clear of all encumbrances whatsoever, excepting only the vendors' interest of the party from whom Sellers are currently purchasing under a Land Sale Contract. Sellers covenant that they are not in default in the performance of their obligations under the terms of that contract, that they shall not permit their performance thereunder to be in default at any time, and that the provisions of this agreement do not in any manner constitute a breach of the terms of their Land Sale Contract.

8. Title Insurance. Forthwith upon the execution of this agreement, Sellers shall furnish to Purchaser a title insurance policy insuring marketable title in the premises in the amount of the purchase price in Sellers, save and except



the usual printed exceptions and the interest of Sellers' vendor. Provided, Purchaser shall have the right to require that policy to be issued as separate, owners policies, insuring title in Purchaser, as individual parcels are released hereunder, so long as the total premium cost to Sellers shall not exceed the premium price based upon one purchasers' policy for the entire selling price.

9. Default and Remedies. Subject to the terms of Paragraph 2, if Purchaser shall fail to make the payments or any of them required above promptly as the same become due or shall fail to keep any agreement or covenant herein contained, and if Purchaser shall fail to remedy any such default within thirty (30) days after written notice thereof from Sellers to Purchaser, then Sellers at their option shall have and may exercise the following remedies, and none other, to-wit:

A. To foreclose this contract by strict foreclosure in equity.

B. To declare the full unpaid balance of this agreement immediately due and payable.

C. To declare this agreement null and void as of the date of the breach and to retain as liquidated damages and as the agreed and reasonable rent of the premises to the time of default all payments theretofore made upon the premises. Under this option all of the right, title and interest of

Purchaser shall revert to and revent in the Sellers without any act of reentry or without any other act by Sellers to be performed, and Purchaser agrees to peaceably surrender the premises to Sellers.

D. To pursue any other remedy available at law or in equity which is not inconsistent with the remaining terms of this paragraph.

Provided, in no event shall Sellers recover any personal judgment or deficiency judgment against the Purchaser on account of the unpaid purchase price balance and Sellers remedies shall be confined to repossession and recovery of the real property. Sellers expressly waive any right to which they might otherwise become entitled for a judgment or deficiency judgment against Purchaser or any partner of Purchaser.

10. Written Notices. All written notices required hereunder shall be mailed to the Sellers at 107 E. PIERCE ST.  
HUNST CALIF., and to the Purchaser at DEALER 1077  
HUNST CALIF., or at such other addresses as the parties shall designate from time to time in writing. Notice under this contract shall be deemed to have been given when deposited in the United States mail by certified or registered letter addressed to such addresses with postage thereon fully prepaid.

11. Attorney's Fees. In the event that suit or action be instituted by either party to enforce any rights under this

10016

contract, or for any matters in any way arising from the execution of this agreement, including appeals to appellate courts, it is agreed that the prevailing party in such suit or action shall recover, in addition to costs and disbursements, such further sum as to the court may seem reasonable as attorney's fees.

12. Binding Effect. This agreement shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, successors and assigns.

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Land Sale Contract on this 18th day of August, 1969.

Richard Gamegan  
Richard Gamegan

Bette Lou Gamegan  
Bette Lou Gamegan

SELLERS

MELANCO DEVELOPMENT COMPANY OF  
OREGON, LTD.

By

Partner

PURCHASER



10017

Parcel 1

West half of Sec. 5, T 36 S, R 13 E, W.M.

Parcel 2

All of Sec. 33, T 35 S, R 13 E, W.M.  
Excepting the North one-half of the North one-half of the  
Northwest one-fourth also Excepting the North one-half of  
the Northwest one-fourth of the Northeast one-fourth.

Parcel 3

East one-half of Sec. 5, T 36 S, R 13 E, W.M.

Parcel 4

West one-half of Sec. 4, T 36 S, R 13 E, W.M.

Parcel 5

East one-half of Sec. 4, T 36 S, R 13 E, W.M.

Parcel 6

Southwest one-fourth and the West one-half of the  
Southeast one-fourth of Sec. 34, T 35 S, R 13 E, W.M. and  
the North one-half of the Northwest one-fourth and the North-  
west one-fourth of the Northeast one-fourth of Sec. 3, T 36 S,  
R 13 E, W.M.

Parcel 7

South one-half of the Northwest one-fourth and the North  
one-half of the Southwest one-fourth and the South one-half  
of the Northeast one-fourth and the North one-half of the  
Southeast one-fourth of Section 3, T 36 S, R 13 E, W.M.

Parcel 8

South one-half of the Southwest one-fourth and the South  
one-half of the Southeast one-fourth of Sec. 3, T 36 S, R 13 E,  
W.M. and the Northwest one-fourth of Sec. 11, T 36 S, R 13 E,  
W.M.

Parcel 9

A strip of land sixty (60) feet wide, for use as a public  
road, the west boundary of which is the west boundary of Section  
33, connecting Parcel 2 above on the south with the county road  
on the north.

STATE OF OREGON,

County of Klamath

Filed for record at request of

John Caldwell, Atty.

on this 20 day of Sept. A.D. 19 71

at 12:43 o'clock P M, and duly

recorded in Vol. M71 of 10006x Deeds

Page 10006

Wm. J. MILNE, County Clerk

By *Cynthia A. [Signature]* Deputy

Fee \$18.00