

34360

Vol. 72 Page 5469

CONTRACT OF SALE

28-2601
THIS AGREEMENT, Made this 19th day of May, 1972,
between JOHN C. HORTON, as to an undivided one-half and ROBERT
L. HORTON and LOUISA L. HORTON, husband and wife, as to an
undivided one-half, hereinafter called Vendor, and ACCURATE
ELECTRONICS, INC., a corporation, hereinafter called Purchaser,
whose address is 14545 Friar Street, Van Nuys, California;

W I T N E S S E T H:

Vendor agrees to sell to Purchaser and Purchaser hereby
agrees to buy from Vendor, at the price and on the terms,
covenants, conditions and provisions hereinafter contained, all
of the following described property situate in the County of
Klamath, State of Oregon, more particularly described as follows:

The real property described in Exhibit "A" attached
hereto and thereby made a part hereof as though
fully set forth hereat,

SUBJECT TO: The exceptions set forth in Exhibit "A".

The purchase price for said real property which Purchaser
agrees to pay to the order of Vendor at the office of the Escrow
Holder herein named is \$175,000.00 payable as follows:

\$ 5,000.00 earnest money;

\$ 30,000.00 upon execution hereof, receipt of which is
hereby acknowledged;

\$140,000.00 deferred balance to be paid in annual installments
of \$14,000.00, plus interest, the first such
installment to be paid on the 19th day of
May, 1973, and a like
installment on the 19th day of each
May thereafter, until the
full sum of principal and interest is paid.
Interest shall be at the rate of 7% per
annum on the declining balances of the
deferred balance and shall commence on the
date of this contract.

After May 31, 1973, Purchaser shall have the privilege of
increasing any annual installment or pay off in full the entire
deferred balance of the purchase price together with interest
due thereon to the date of payment.

J. ANTHONY GIACOMINI
ATTORNEY AT LAW
KLAMATH FALLS, OREGON
JAG:eg

Contract of Sale -1-

MAY 22 4 15 PM 1972

1 In executing, delivering and accepting this contract, it is
2 mutually agreed by the parties hereto that, so long as no default
3 by Purchaser shall occur in any of the terms, conditions, pro-
4 visions and covenants of this contract to be performed by
5 Purchaser, Purchaser shall be entitled to demand and receive,
6 and Vendor shall, within a reasonable time after demand, furnish
7 partial conveyances of the real property described herein as
8 follows:

9 (a) The first area to be so conveyed shall be Parcel
10 1. Vendor shall not be required to give any conveyance of
11 Parcels 2, 3, 4 or 5 from the lien of this contract, until
12 all of Parcel 1 shall be conveyed from this contract. The
13 price for the conveyance of Parcel 1 shall be \$48,000.00.
14 The conveyance of Parcel 1 shall contain a reservation of
15 an easement to the remaining Parcels 2, 3, 4 and 5, of not
16 less than 60 feet wide.

17 (b) The second area to be so conveyed shall be Parcel
18 2. Vendor shall not be required to convey Parcels 3, 4, or
19 5 from the lien of this contract until all of Parcels 1 and
20 2 shall be conveyed from this contract. The price for the
21 conveyance of Parcel 2 shall be \$48,000.00. The conveyance
22 of Parcel 2 shall reserve an easement to the remaining
23 Parcels 3, 4 and 5, of not less than 60 feet wide.

24 (c) The third area to be so conveyed shall be Parcel
25 3. Vendor shall not be required to convey Parcels 4 or 5
26 from the lien of this contract until all of Parcels 1, 2
27 and 3 shall be conveyed from this contract. The price for
28 the conveyance of Parcel 3 shall be \$44,000.00. The con-
29 veyance of Parcel 3 shall reserve an easement to the re-
30 maining Parcels 4 and 5, of not less than 60 feet wide.

31 (d) The fourth area to be so conveyed shall be Parcel
32 4. Vendor shall not be required to convey Parcel 5 from
the lien of this contract until all of Parcels 1, 2, 3 and
4 shall be conveyed from this contract. The price for the
conveyance of Parcel 4 shall be \$40,000.00. The conveyance
of Parcel 4 shall reserve as an easement to the remaining
Parcel 5, of not less than 60 feet wide.

(e) The last area to be so conveyed shall be Parcel
5. The price for the conveyance of Parcel 5 shall be
\$40,000.00. No conveyance of Parcel 5 shall be given until
all of Parcels 1, 2, 3 and 4 shall have been conveyed from
this contract and the price therefor paid as provided in
this contract.

The amount paid for a partial conveyance of a parcel shall
be applied as follows: If the annual installment of principal,
or interest, or both, for the year in which the payment for a

1 partial conveyance is made is not yet due and payable, the
2 amount paid for the partial conveyance shall be credited toward
3 payment of the annual installment due for the year in which a
4 payment for the partial conveyance is made by applying the
5 amount so paid first toward payment of interest accrued to the
6 date of payment and then toward payment of the annual principal
7 installment; if the annual installment for the year in which
8 the payment for a partial conveyance is made has already been
9 paid, the amount paid for a partial conveyance shall be applied
10 first to interest accrued to the date of payment and then to
11 reduce the principal balance of the deferred balance secured
12 by this contract. All payments for a partial conveyance shall
13 be made to the Escrow Holder hereinafter named for the credit
14 of Vendor. Neither the acceptance of any payment for a partial
15 conveyance, nor the giving of a partial conveyance as provided
16 for herein, nor otherwise, shall affect the liability of
17 purchaser, nor the lien of this contract, on the remainder of
18 the property herein described for the full amount of all
19 sums remaining due, or to become due, Vendor secured by this
20 contract. The cost of preparing and executing any partial
21 conveyance provided for herein shall be borne and paid by
22 Purchaser. The term "cost", as used in this portion of this
23 contract, shall mean and include, but shall not be limited to,
24 expenses relating to surveying, engineering, title company
25 charges and legal fees. No partial conveyance shall be demanded
26 nor given during the calendar year of 1972.

27 The provisions of the immediately preceding paragraph of
28 this agreement shall not be construed as subdividing any of
29 the real property described herein into parcels or lots. Neither
30 shall the same be construed as requiring either party to sub-
31 divide any of the real property described herein into parcels
32 or lots, nor as requiring either party to construct on the

1 real property described herein any improvements of any kind.
2 It is expressly understood and agreed that the undertaking of
3 any subdivision of any of the real property described herein
4 into parcels or lots, or the making of any improvements thereon,
5 shall be at the full risk and the expense of Purchaser.
6 Purchaser acknowledges that he has entered into this contract
7 subject to state and federal laws and regulations relating
8 to the subdivision and sale of real property by parcels or lots
9 and assumes and agrees to be bound by such state and federal
10 laws and regulations relating to such activity. Purchaser agrees
11 to assume and pay, and hold Vendor harmless from, any expenses
12 or obligations incurred as a consequence of, or connected with,
13 any subdivision activity, including, but not limited to, any
14 additional sums due to Klamath County for deferred real property
15 taxes by reason of a change from farm use to non-farm use.

16 Purchaser has made an independent investigation and
17 inspection of the real property herein described and has entered
18 into this contract without relying on any statement or
19 representation or covenant not specifically embodied in this
20 contract, and accepts the property described in this agreement
21 as is, in its present condition, and requires no work of any
22 kind to be done on said property by Vendor.

23
24 GENERAL TERMS, COVENANTS, CONDITIONS AND PROVISIONS

25 The real property above described hereby sold to Purchaser
26 includes all and singular, the tenements, hereditaments, rights,
27 easements, privileges and appurtenances thereunto belonging,
28 or in anywise appertaining, improvements thereon, including,
29 but not limited to, pumps, sprinkler systems, pumping stations,
30 motors, engines, reservoirs, pipes and flumes or other equipment
31 now used for the production of water thereon or for the irrigation
32 or drainage thereof, and the reversions, remainders, rents,

1 issues and profits thereof, together with all the rights to the
2 use of water for irrigating said premises and for domestic use
3 thereon to which Vendor is now entitled, or which are now used
4 on said premises, however the same may be evidenced, and to-
5 gether with all shares of stock or shares of water in any ditch
6 or irrigation company which, in any manner, entitles the Vendor
7 water for irrigating or domestic purposes upon said real property.
8 The Vendor's lien created by this contract shall and does hereby
9 include the real property above described, together with all
10 and singular, the tenements, hereditaments, rights, easements,
11 privileges and appurtenances thereunto belonging or in anywise
12 appertaining, and all improvements now or hereafter thereon,
13 including but not limited to, pumps, sprinkler systems, pumping
14 stations, motors, engines, reservoirs, pipes and flumes or
15 other equipment now or hereafter used for the production of water
16 thereon for the irrigation or drainage thereof, and the rever-
17 sions, remainders, rents, issues and profits thereof, and to-
18 gether with all the rights to the use of water for irrigating
19 said premises and for domestic use thereon to which said real
20 property is now or may hereafter become entitled, or which now
21 are or may hereafter be used on said premises, however the same
22 may be evidenced, and together with all shares of stock or shares
23 of water in any ditch or irrigation company which in any manner
24 entitles the legal or equitable owner thereof to water for
25 irrigating or domestic purposes upon said real property. In
26 addition, Purchaser hereby agrees that the Vendor's lien is
27 superior to any and all rights of Purchaser under and by virtue
28 of any homestead, stay or exemption laws now in force, or which
29 may hereafter become laws and that no timber will be cut from any
30 of the real property subject to said lien.

31 Vendor hereby warrants that he has good and merchantable
32 title to the real property above described, subject to the
33 exceptions above set forth. Vendor will, upon execution hereof

J. ANTHONY GIACOMINI
ATTORNEY AT LAW
KLAMATH FALLS, OREGON

Contract of Sale -5-

1 make and execute in favor of Purchaser, a good and sufficient
2 Warranty Deed conveying said premises free and clear as of
3 this date of all encumbrances, subject to the above set forth
4 exceptions, and will place said deed, together with the original
5 of this agreement, and any other conveyances or title or
6 security instruments required hereby in escrow at Transamerica
7 Title Insurance Company, 600 Main Street, Klamath Falls,
8 Oregon 97601 with instructions to said Escrow Holder that when
9 and if the Purchaser shall have paid the balance of the pur-
10 chase money and interest as above specified and shall have
11 complied with all other terms and conditions of this agreement,
12 to deliver the same to Purchaser subject to the usual printed
13 conditions and provisions of the standard form of escrow
14 instructions provided by said Escrow Holder.

15 Vendor shall furnish, at his own expense, a Purchaser's
16 Title Insurance Policy issued by Transamerica Title Insurance
17 Company under Order No. 28-2601 insuring Purchaser's title in
18 the above described real property in the amount of \$175,000.00
19 subject to the above set forth exceptions and the printed
20 conditions and exceptions contained in the usual form of
21 title policy issued by said title insurance company and shall
22 deposit said policy with the above named Escrow Holder to be
23 held in escrow for delivery to Purchaser along with Vendor's
24 Warranty Deed according to the terms herein specified.

25 Purchaser shall be entitled to possession of the above
26 described real property on date hereof. Purchaser shall remain
27 in possession so long as Purchaser is not in default hereunder.
28 Purchaser shall and hereby agrees to keep said real property
29 in clean, sanitary, sightly, attractive condition; to commit
30 no waste or otherwise damage or injure said premises; to main-
31 tain said premises in accordance with the laws and the ordinances
32 and regulations of any constituted authority applying to said

1 premises and to make no unlawful use thereof; to pay regularly
2 and seasonably, and before the same shall become delinquent,
3 all taxes, assessments, and charges levied and assessed against
4 said real property, and to pay and discharge all encumbrances
5 thereafter placed thereon by Purchaser; to permit no lien or
6 other encumbrance to be filed upon or placed against said premises
7 without the written consent of Vendor; and it is further under-
8 stood and agreed for the purposes of this provision that if
9 Purchaser fails to pay or discharge any taxes, assessments,
10 liens, encumbrances, or charges, Vendor, at his option and
11 without waiver of default or breach of Purchaser, and without
12 being obliged to do so, may pay or discharge all or any part
13 thereof all of which said sums so paid by Vendor shall become
14 repayable by Purchaser, together with interest at the rate of
15 10% per annum, upon demand, payment of which is part of the
16 performance of this agreement by Purchaser and a condition
17 precedent to delivery of the Warranty Deed and other documents
18 by the Escrow Holder.

19 In the event any governmental agency or entity having the
20 power of eminent domain acquires by eminent domain, or by
21 negotiated sale in lieu of eminent domain, all, or any portion,
22 of the real property described in this contract, Vendor may
23 require Purchaser to apply all proceeds received by Purchaser
24 from such acquisition (remaining after payment by Purchaser of
25 attorney fees, appraiser's fees, and related costs in connection
26 with such acquisition) to be applied by Purchaser toward the
27 payment of the sums secured by this contract. Upon receipt of
28 funds, Purchaser shall notify Vendor of the net amount of proceeds
29 so received, and, within ten days after such notification,
30 Vendor shall notify Purchaser in writing of Vendor's election
31 to have such proceeds applied to the sums secured by this con-
32 tract or shall be conclusively deemed to have elected not to

1 require Purchaser to apply such proceeds toward the sums secured
2 by this contract. Such application shall be applied first to
3 payment of accrued interest to the date of application and
4 second to payment of principal. It is further understood and
5 agreed that regardless of whether such sums are applied to the
6 sums secured by this contract, Vendor will join in any conveyance
7 required by the governmental agency or entity acquiring a
8 portion or all of the real property described herein by eminent
9 domain, but shall not be required to convey more property than
10 that which is acquired by such governmental agency or entity.

11 Any notice or notices required to be given by Purchaser to
12 Vendor pursuant hereto shall be in writing, and shall be deemed
13 given when the same is deposited in the United States mail, as
14 certified mail, postage prepaid, addressed to Vendor at the last
15 address of Vendor shown on the records of the Escrow Holder.

16 If Purchaser shall sell said real property described herein
17 and securing the unpaid balance of this contract, Vendor may
18 elect to permit the subsequent Purchaser to assume the balance
19 of Purchaser's obligation secured hereby, or to demand the then
20 unpaid balance of principal and interest from Purchaser, or the
21 transferee of said Purchaser, or both, at the option of Vendor.
22 This clause cannot be waived, unless Purchaser gives Vendor notice
23 of such sale in writing and Vendor, after receipt of such written
24 notice, accepts a payment from the subsequent Purchaser. The
25 written notice provided for herein shall be deemed given when
26 the same is deposited in the United States mail as Certified
27 Mail, addressed to the last address of Vendor shown on the
28 records of the Escrow Holder.

29 Vendor may appear in or defend any action or proceeding at
30 law, in equity, or in bankruptcy, affecting in any way the
31 security hereof, and in such event, Vendor shall be allowed
32 and paid, and Purchaser hereby agrees to pay, all costs, charges

1 and expenses, including costs of evidence of title or validity
2 and priority of the security and attorney's fees in a reasonable
3 sum, incurred in any such action or proceeding in which Vendor
4 may appear, which shall bear interest at 10% from date of
5 demand therefor. Failure of Purchaser to pay Vendor for such
6 costs, charges, and expenses within 90 days from date of demand
7 therefor shall constitute a breach of this contract.

8 If Purchaser shall fail to perform any of the terms of this
9 agreement, time of payment and performance being of the essence,
10 Vendor shall, at his option, subject to the requirements of
11 notice as herein provided, have the following rights:

12 (a) To foreclose this contract by strict foreclosure
13 in equity;

14 (b) To declare the full unpaid balance of the
15 purchase price immediately due and payable;

16 (c) To specifically enforce the terms of this
17 agreement by suit in equity; and

18 (d) To declare this agreement null and void as of
19 the date of the breach and to retain as liquidated damages
20 the amount of the payments heretofore made upon said
21 premises. Under option (d) all of the right, title and
22 interest of Purchaser shall revert and revest in Vendor
23 without any act of re-entry or without any other act by
24 Vendor to be performed, and Purchaser agrees to peaceably
25 surrender the premises to Vendor, or in default thereof,
26 Purchaser may, at the option of Vendor, be treated as a
27 tenant holding over unlawfully after the expiration of
28 a lease and may be ousted and removed as such.

29 Purchaser shall not be deemed in default for failure to
30 perform any covenant or condition of this contract, other than
31 the failure to make payments as provided for herein, until
32 notice of said default has been given by Vendor to Purchaser
33 and Purchaser shall have failed to remedy said default within
34 30 days after the giving of the notice.

35 If Purchaser shall fail to make payments as herein provided
36 and said failure shall continue for more than 30 days after the
37 payment becomes due, Purchaser shall be deemed to be in default
38 and Vendor shall not be obligated to give notice to Purchaser
39 of a declaration of said default.

Contract of Sale -9-

J. ANTHONY GIACOMINI
ATTORNEY AT LAW
KLAMATH FALLS, OREGON

JAG:eg

1 Where notice in writing is required by Vendor to the
2 Purchaser, such notice shall be deemed given when the same is
3 deposited in the United States mail as Registered Mail,
4 addressed to the address of Purchaser shown at the beginning
5 of this agreement.

6 No waiver by Vendor of any breach of any covenant of this
7 agreement shall be construed as a continuing waiver of any
8 subsequent breach of such covenant nor as a waiver of any
9 breach of any other covenant nor as a waiver of the covenant
10 itself.

11 In the event any suit or action is commenced to foreclose
12 this contract, the court having jurisdiction of the case may,
13 upon motion by Vendor, appoint a receiver to collect the rents
14 and profits arising out of the above described real property
15 and to take possession, management and control of the same
16 during pendency of such foreclosure proceeding or until payment
17 of the obligations hereby secured, and apply said rents and
18 profits to the payment of the amount due hereunder, first
19 deducting all proper charges and expenses attending the
20 execution of said receivership.

21 Upon the commencement of any suit or action to collect the
22 indebtedness or disbursements, secured hereby, or any part
23 thereof, or to enforce any provision of this contract by
24 specific performance, foreclosure, or otherwise, there shall
25 become due, and Purchaser agrees to pay to Vendor, in addition
26 to all statutory costs and disbursements, any amount Vendor
27 may incur or pay for any title report, title search, insurance
28 of title, or other evidence of title subsequent to the date
29 of this contract on any of the real property above described
30 and this contract shall be security for the payment thereof.

31 In the event any suit or action is instituted to collect
32 the indebtedness or disbursements secured hereby, or any part

1 thereof, or to enforce any provision of this contract by specific
 2 performance, or foreclosure, or otherwise, the prevailing party,
 3 at trial, or on appeal, shall be entitled to such reasonable
 4 attorney's fees as shall be fixed by the court having jurisdic-
 5 tion of the case, in addition to statutory costs and disbursements.

6 Upon delivery of any partial conveyance from Vendor to
 7 Purchaser, as provided herein, and the payment of the full
 8 consideration therefor, the terms, covenants, conditions and
 9 provisions of this contract shall not extend to, nor be binding
 10 upon, the real property conveyed by such partial conveyance.

11 This agreement contains the full understanding of the
 12 parties with respect to the subject hereof and no modification
 13 hereof shall be given effect unless the same be in writing
 14 subscribed by the parties hereto or their successors in interest.

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

18 In construing this agreement, the singular shall include
 19 both the singular and the plural and the masculine both the
 20 masculine and feminine.

21 WITNESS the hands and seals of the parties hereto the day
 22 and year first above written.

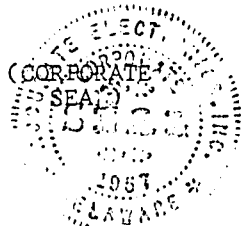
24 John C. Horton (SEAL)
 John C. Horton

26 Robert L. Horton (SEAL)
 Robert L. Horton

28 Louisa L. Horton (SEAL)
 Louisa L. Horton
 Vendor

30 ACCURATE ELECTRONICS, INC.

32 By Ronald L. Colth
 Purchaser



J. ANTHONY GIACOMINI
 ATTORNEY AT LAW
 KLAMATH FALLS, OREGON
 JAG:eg

Contract of Sale -11-

1 For valuable consideration, the receipt of which is hereby
 2 acknowledged, I do hereby guarantee unconditionally the payment
 3 and faithful performance of the foregoing contractual obligations
 4 of Accurate Electronics, Inc., as Purchaser therein. I further
 5 expressly waive presentment for payment, notice of nonpayment,
 6 and protest to any extensions of time of payment guaranteed by
 7 me. This guarantee is to remain in full force and effect during
 8 the term of said contract and until it is fully paid and per-
 9 formed. It is understood and agreed that there are no conditions
 10 or limitations to this understanding and that after execution,
 11 no alternation, change or modification shall be made except by
 12 writing signed by all of the parties hereto, and me.

13 Dated this 19th day of May, 1972.

14
 15 JAMES W. WESLEY
 16 Notary Public for Oregon
 My commission expires _____

Ronald M. Colitti
 Ronald M. Colitti

17 STATE OF OREGON)
 18 COUNTY OF KLAMATH) ss.

19 On this 19th day of May, 1972, personally
 20 appeared the above named JOHN C. HORTON and acknowledged the
 foregoing instrument to be his voluntary act and deed.

21 Before me:

22 (SEAL)
 23 JAMES W. WESLEY
 24 Notary Public for Oregon
 My commission expires _____

James W. Wesley
 Notary Public for Oregon
 My Commission expires: 1-20-76

25
 26 STATE OF OREGON)
 27 COUNTY OF KLAMATH) ss.

28 On this 19th day of May, 1972, personally
 29 appeared the above named ROBERT L. HORTON and LOUISA L. HORTON
 and acknowledged the foregoing instrument to be their voluntary
 act and deed.

30 Before me:

31 (SEAL)
 32 JAMES W. WESLEY
 Notary Public for Oregon
 My commission expires _____

James W. Wesley
 Notary Public for Oregon
 My Commission expires: 1-20-76

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1 STATE OF ~~CALIFORNIA~~ ^{OREGON})
 2 COUNTY OF Klamath) ss.

3 On this 19th day of May, 1972, personally
 4 appeared RONALD M. COLITTI who, being duly sworn, did say that
 5 he is the president of Accurate Electronics, Inc., a corporation,
 6 and that the seal affixed to the foregoing instrument is the
 7 corporate seal of said corporation and that said instrument
 8 was signed and sealed in behalf of said corporation by authority
 9 of its board of directors; and he acknowledged said instrument
 10 to be its voluntary act and deed.

Before me:

11 JAMES W. WESLEY
 12 Notary Public for Oregon
 13 My commission expires

James W. Wesley
 Notary Public

(SEAL)

My Commission expires: 1-20-76

J. ANTHONY GIACOMINI
 ATTORNEY AT LAW
 KLAMATH FALLS, OREGON
 JAG:eg

Contract of Sale -13-

The following described real property in Klamath County, Oregon:

- PARCEL 1: The $N\frac{1}{2}$ of Section 15 and the $NE\frac{1}{4}$ of Section 16, Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- PARCEL 2: The $SE\frac{1}{4}$ of Section 15; the $SW\frac{1}{4}$ of Section 14; the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of Section 14; and the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 14 All in Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- PARCEL 3: The $E\frac{1}{2}$ of the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 16; the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 9; the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 8; the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ lying Easterly of the Sycan River in Section 8; the $E\frac{1}{2}$ of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ and the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 5 and that portion of the $NW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 5 lying Northeasterly of the Sycan River; All in Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- PARCEL 4: The $SW\frac{1}{4}$ of Section 15; the $SE\frac{1}{4}$ of Section 16; the $N\frac{1}{2}$ of the $N\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 21; the $E\frac{1}{2}$ of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 21 and the $E\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 16 All in Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- PARCEL 5: That portion of the $NE\frac{1}{4}$ of Section 6 lying Northeasterly of the Sycan River; that portion of the $SW\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 5 lying Easterly of the Sycan River; that portion of the $W\frac{1}{2}$ of the $E\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 5 lying Easterly of the Sycan River; that portion of the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 5 lying Easterly of the Sycan River; that portion of the $W\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 8 lying Easterly of the Sycan River; that portion of the $N\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 8 lying Northeasterly of the Sycan River; the $S\frac{1}{2}$ of the $NE\frac{1}{4}$ of Section 8; the $W\frac{1}{2}$ of the $SW\frac{1}{4}$ of Section 9; the $W\frac{1}{2}$ of the $E\frac{1}{2}$ of the $NW\frac{1}{4}$ of Section 16; the $W\frac{1}{2}$ of the $SE\frac{1}{4}$ of the $SW\frac{1}{4}$ of Section 16; the $W\frac{1}{2}$ of the $NE\frac{1}{4}$ of the $NW\frac{1}{4}$ of Section 21 All in Township 35 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.
- SUBJECT TO: Any disqualification of any of the above described real property for special assessment as farm use land resulting in any additional sums due to any taxing authority which sums purchaser assumes and agrees to pay; rights of the public and of governmental bodies in that portion of the above described real property lying below the high water mark of Sycan River; terms and provisions as set forth in Land Status Report recorded September 10, 1958, in Vol. 303, page 350, Deed Records of Klamath County, Oregon (affects Sec. 14, T. 35 S., R. 12 EWM); rights of way for roads and other existing easements as set out in the Deed recorded April 14, 1959, in Vol. 311, page 515, Deed Records of Klamath County, Oregon (affects Sec. 5, 6, 7 & 8, T. 35 S., R. 12 EWM); and easements and rights of way apparent on the above described real property.

EXHIBIT "A"

J.C.H.
L.K.H.

-5483

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
TRANSAMERICA TITLE INS. CO

on this 22nd day of May A. D., 19 72
at 4:19 o'clock P. M. and duly
recorded in Vol. M 72 of DEEDS
Page 5460

WM. D. MILNE, County Clerk

Fee \$30.00 By *Hazel Drayton* Deputy.

TRANSAMERICA TITLE INSURANCE CO.
600 MAIN STREET
KLAMATH FALLS, OREGON 97601