

1 THIS CONTRACT OF SALE OF REAL PROPERTY made as of the 7th day of
2 August, 1972, between GLENN LEE HILYARD and SHIRLEY FAYE HILYARD, hus-
3 band and wife, hereinafter called Vendor, whose address is 6744 Hilyard
4 Avenue, Klamath Falls, Oregon 97601, and JACK N. MARTIN and LOIS E.
5 MARTIN, husband and wife, hereinafter called Purchaser, whose address
6 is 4036 South Sixth Street, Klamath Falls, Oregon 97601;

7 W I T N E S S E T H:

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

13 The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 23,
14 Township 39 South, Range 9 East, Willamette Meridian
15 and all that portion of the Southwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$
16 of Section 14, Township 39 South, Range 9 East, Willamette
17 Meridian lying South of the following described line;
18 commencing at the Northeast corner of the Southwest $\frac{1}{4}$
19 of the Southeast $\frac{1}{4}$ of said Section 14, thence North 89°
20 50' West along the centerline of Johns Avenue, 30.00 feet;
21 thence South 0°10' East, 593.06 feet to a point on the
22 West boundary of Homedale Road for the true point of
23 beginning; thence West, 929.26 feet; thence South 0°
24 01' East, 130.00 feet; thence West, 362.56 feet more or
25 less to the West boundary of the Southwest $\frac{1}{4}$ of the
26 Southeast $\frac{1}{4}$ of said Section 14. Excepting therefrom
27 that part of the above described tract lying within
28 Homedale Road, containing 61.14 acres, more or less.

29 SUBJECT TO: 1972-73 taxes and assessments; terms and
30 conditions of special assessment as farm use and the
31 right of Klamath County to additional taxes in the
32 event said use should be changed; mortgage in favor of
33 Federal Land Bank of Spokane, recorded in Volume M-72,
34 page 9245, Records of Klamath County, Oregon; regula-
35 tions, levies, assessments, and water and irrigation
36 rights and easements for ditches and canals of Klamath
37 Irrigation District; and easements and rights of way
38 of record and apparent thereon.

39 SPECIAL TERMS, COVENANTS, CONDITIONS AND PROVISIONS

40 The purchase price of the above described real property is
41 \$90,000.00 payable as follows:

- 42 (a) \$500.00 earnest money, receipt of which is hereby
acknowledged.
(b) \$9,500.00 upon closing, receipt of which is hereby
acknowledged.

(c) \$80,000.00 deferred balance payable by Purchaser, without demand, to the Escrow Holder hereinafter named, as follows:

(1) \$600.00 a month, inclusive of interest at the rate specified in Subparagraph (2) of this Paragraph (c), the first such installment to be paid on the 30th day of September, 1972, and a like payment on the 30th day of each month thereafter until the full sum of principal and interest has been paid.

(2) Interest shall commence upon the effective date of this agreement. The initial rate of interest is seven and one-fourth (7 $\frac{1}{4}$ %) percent per annum and shall remain in effect until the second interest installment date, but on said date, and on any subsequent installment date, if Federal Land Bank of Spokane should establish a higher or lower rate of interest under its mortgage debt, then the Purchaser shall pay to the Seller a higher or lower rate of interest effective on the date that a higher or lower rate of interest is established by the Federal Land Bank of Spokane on its obligation, which higher or lower rate of interest shall apply to the unmatured balance of the deferred balance of the purchase price and which rate shall remain in effect until a different rate of interest is established by said Federal Land Bank of Spokane. Any such different rate of interest shall be consistent with the true rate of interest established by the Federal Land Bank of Spokane on its debt as determined according to the Federal Consumer Credit Protection Act and the Federal Truth in Lending Act and regulations issued thereunder, and shall not be applied retroactively. If, for any reason, said mortgage debt in favor of the Federal Land Bank of Spokane should be paid in full, the interest rate to apply on the then remaining unmatured balance of the deferred balance shall be six and one-half (6 $\frac{1}{2}$ %) percent per annum from the date of the last interest installment due date.

Purchaser shall have the privilege of increasing any installment or prepaying all or a part of the whole consideration at any time from and after January 1, 1973, but shall not pay more than \$1,300.00 toward principal in addition to the down payment during the calendar year of 1972, inclusive of the amount of principal represented by each monthly installment, unless the full deferred balance, together with accrued interest, is paid in full. The limitations set forth herein shall not apply in the event of payments pursuant to the covenants relating to eminent domain hereinafter set forth.

In executing, delivering and accepting this contract, it is mutually agreed that so long as no default shall occur under the terms of this contract, the Seller shall furnish to Purchaser partial conveyances for portions of the real property described herein, pursuant

1 to the terms and provisions of the paragraph. It is understood and
2 agreed that the parties have agreed to a plan of partial conveyances
3 and compensation therefor consistent with the sums due Seller under
4 this contract, which plan is attached hereto as Exhibit "1". The
5 Seller's obligation to execute partial conveyances, as provided herein,
6 shall be subject to the requirements of any person, firm or corpora-
7 tion having a lien upon the real property described herein superior
8 to the interests of either of the parties hereto. Seller shall be
9 under no obligation to secure the co-operation of any such superior
10 lien holder. All costs of platting and partial conveying shall be
11 paid by Purchaser. It is expressly understood and agreed that this
12 clause shall not be construed for any purpose (including lien priority)
13 as requiring Purchaser to develop the above-described real property
14 for resale. It is further expressly understood and agreed that
15 Purchaser acquires this property subject to any and all governmental
16 statutes and regulations relating to the subdivision and sale of
17 parcels of real property.

18 Subject to the provisions contained in this agreement, Purchaser
19 shall have the privilege of partial payment to apply on the principal
20 and interest due under this contract in accordance with the foregoing
21 partial release provisions, and the following eminent domain provisions.
22 In addition, Purchaser shall have the privilege of increasing any in-
23 stallment or prepaying all or part of the whole consideration at any
24 time. No partial payment, increased installment nor prepayment shall
25 be credited in lieu of any regular future payment, nor excuse Purchaser
26 from making the regular installments specified in this contract, PROVIDED,
27 HOWEVER, that if Purchaser should become delinquent in any installment
28 due under this contract during the processing of a partial conveyance, the
29 proceeds paid for such a partial conveyance shall be first applied toward
30 the then due installment or installments, as the case may be, second to-
31 ward accrued interest, if any, and last to reduce the principal. This provi-
32 sion shall not, however, serve as a moratorium for any delinquency for a period

1 of more than 60 days from the due date thereof, and shall not operate
2 as a moratorium for more than three successive delinquencies.

3 All partial payments, increased installments or prepayments shall
4 apply first to interest accrued to the date thereof, and then to
5 principal.

6 Seller agrees to execute and deliver to Purchaser, upon written
7 demand, an easement not more than fifteen (15) feet in width over that
8 portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 23 and SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Sec. 14, Township 39 South,
9 Range 9 East, Willamette Meridian not said hereby upon request therefor,
10 PROVIDED, HOWEVER, that the easement shall be located along a boundary
11 line of the servient property, shall be the shortest possible length,
12 shall be surveyed by Purchaser at his expense, and shall be limited
13 to the purpose of installation of underground utility lines or conduits.

9837 A

GENERAL TERMS, COVENANTS, CONDITIONS AND PROVISIONS

The real property above described hereby sold to Purchaser includes all and singular, the tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining, improvements thereon, including, but not limited to, pumps, sprinkler systems, pumping stations, motors, engines, reservoirs, pipes and flumes or other equipment now used for the production of water thereon or for the irrigation or drainage thereof, and the reversions, remainders, rents, issues and profits thereof, together with all the rights to the use of water for irrigating said premises and for domestic use thereon to which Vendor is now entitled, or which are now used on said premises, however the same may be evidenced, and together with all shares of stock or shares of water in any ditch or irrigation company which, in any manner, entitles the Vendor water for irrigating or domestic purposes upon said real property. The Vendor's lien created by this contract shall and does hereby include the real property above described, together with all and singular, the tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, and all improvements now or hereafter thereon, including but not limited to, pumps, sprinkler systems, pumping stations, motors, engines, reservoirs, pipes and flumes or other equipment now or hereafter used for the production of water thereon for the irrigation or drainage thereof, and the reversions, remainders, rents, issues and profits thereof, and together with all the rights to the use of water for irrigating said premises and for domestic use thereon to which said real property is now or may hereafter become entitled, or which now are or may hereafter be used on said premises, however the same may be evidenced, and together with all shares of stock or shares of water in any ditch or irrigation company which in any manner entitles the legal or equitable owner thereof to water for irrigating or domestic purposes upon said real property. In addition, Purchaser

1 hereby agrees that the Vendor's lien is superior to any and all rights
2 of Purchaser under and by virtue of any homestead, stay or exemption
3 laws now in force, or which may hereafter become laws and that no
4 timber will be cut from any of the real property subject to said lien.

5 Vendor hereby warrants that he has good and merchantable title
6 to the real property above described, subject to the exceptions above
7 set forth. Vendor will, upon execution hereof, make and execute in
8 favor of Purchaser, a good and sufficient Warranty Deed conveying
9 said premises free and clear as of this date of all encumbrances,
10 subject to the above set forth exceptions, and will place said deed,
11 together with the original of this agreement, and any other conveyances
12 or title or security instruments required hereby in escrow at South 6th
13 Street Branch, First National Bank of Oregon, Klamath Falls, Oregon 97601,
14 with instructions to said Escrow Holder that when and if the Purchaser
15 shall have paid the balance of the purchase money and interest as
16 above specified and shall have complied with all other terms and
17 conditions of this agreement, to deliver the same to Purchaser subject
18 to the usual printed conditions and provisions of the standard form
19 of escrow instructions provided by said Escrow Holder.

20 Vendor shall furnish, at his own expense, a n Owner's
21 Title Insurance Policy issued by Transamerica Title Insurance Co.
22 under Order No. 28-2795 insuring Purchaser's title in the above
23 described real property in the amount of \$ 90,000.00 subject
24 to the above set forth exceptions and the printed conditions and
25 exceptions contained in the usual form of title policy issued by said
26 title insurance company and shall deposit said policy with the above
27 named Escrow Holder to be held in escrow for delivery to Purchaser
28 along with Vendor's Warranty Deed according to the terms herein
29 specified.

30 Purchaser shall be entitled to possession of the above described
31 real property on date hereof. Purchaser shall remain in possession
32 so long as Purchaser is not in default hereunder. Purchaser shall

9838A

1 proceeds applied to the sums secured by this contract, Vendor will
2 join in any conveyance required by the governmental agency or entity
3 acquiring a portion or all of the real property described herein by
4 eminent domain, but Vendor shall not be required to partially convey
5 more property than that which is acquired by such government agency
6 or entity. Vendor shall not be obligated to participate in any nego-
7 tiations with such governmental agency or entity. Any notice or
8 notices required to be given by Purchaser to Vendor pursuant hereto
9 shall be in writing and shall be deemed given when the same is deposited
10 in the United States Mail, as certified mail, postage prepaid, addressed
11 to Vendor at the last address of Vendor shown on the records of the
12 Escrow Holder.

13 Vendor may appear in or defend any action or proceeding at law,
14 in equity, or in bankruptcy affecting in any way the security hereof,
15 and in such event, Vendor shall be allowed and paid, and Purchaser
16 hereby agrees to pay all costs, charges and expenses including costs
17 of evidence of title or validity and priority of the security and
18 attorney's fees in a reasonable sum, incurred in any such action or
19 proceeding in which Vendor may appear, which shall bear interest at
20 ten (10%) percent from date of demand therefor. Failure of Purchaser
21 to pay Vendor for such costs, charges and expenses within 90 days from
22 date of demand therefor shall constitute a breach of this contract. The
23 above described real property is subject to a mortgage lien in favor
24 of Federal Land Bank of Spokane securing a debt in the original prin-
25 cipal sum of \$35,000.00, plus interest, which mortgage is recorded
26 in Vol. M-72, page 9245, Mortgage Records of Klamath County, Oregon.
27 Vendor agrees to hold Purchaser harmless from said mortgage lien and
28 underlying obligations and to pay and perform the terms thereof as pro-
29 vided in said mortgage and the note secured thereby. If Vendor neg-
30 lects or fails to pay the sums due or to become due under the note
31 secured by said mortgage, or fails to perform any of the terms, cove-
32 nants, and conditions of said mortgage, and said failure is not occasioned

1 and hereby agrees to keep said real property in clean, sanitary,
2 sightly, attractive condition; to commit no waste or otherwise damage
3 or injure said premises; to maintain said premises in accordance with
4 the laws and the ordinances and regulations of any constituted authority
5 applying to said premises and to make up no unlawful use thereof; to
6 pay regularly and seasonably, and before the same shall become delin-
7 quent, all taxes, assessments, and charges of whatever nature (including
8 additional charges by reason of change of use) levied and assessed
9 against said real property, and to pay and discharge all encumbrances
10 thereafter placed thereon by Purchaser; to permit no lien or other
11 encumbrances to be filed upon or placed against said premises without
12 the written consent of Vendor; and it is further understood and agreed
13 for the purposes of this provision that if Purchaser fails to pay or
14 discharge any taxes, assessments, liens, encumbrances, or charges,
15 Vendor, at his option and without waiver of default or breach of
16 Purchaser, and without being obliged to do so, may pay or discharge
17 all or any part thereof all of which said sums so paid by Vendor shall
18 become repayable by Purchaser, together with interest at the rate of
19 ten (10%) percent per annum, upon demand, payment of which is part of
20 the performance of this agreement by Purchaser and a condition prece-
21 dent to delivery of the Warranty Deed and other documents by the Escrow
22 Holder.

23 Purchaser agrees to keep the buildings now on or hereafter placed
24 upon the above-described real property insured against loss by fire or
25 other casualty in an amount not less than insurable value and shall
26 obtain, at his expense, said insurance in the name of Vendor as the
27 primary insured, with an endorsement thereon providing for loss pay-
28 able to Vendor, Federal Land Bank of Spokane, and Purchaser as their
29 respective interests may appear. If a loss should occur for which
30 insurance proceeds shall become payable, the Purchaser may, subject
31 to the rights of the Federal Land Bank of Spokane, elect to either
32 rebuild or repair the portion of the building so destroyed, or apply
33 the proceeds to payment of the then unpaid balance of the purchase

Contract of Sale

1 money. If the Purchaser elects to rebuild, he shall sign such documents
2 as may be necessary to guarantee the application of the insurance pro-
3 ceeds to the cost of such rebuilding or repair. If the Purchaser elects
4 to apply the insurance proceeds toward payment on this contract, any
5 amount received by Vendor under any such insurance in payment of a
6 loss shall be applied upon the unpaid principal balance of the purchase
7 price and shall reduce said unpaid principal balance to the extent of
8 the amount of the insurance payment received by Vendor.

9 If Federal Land Bank of Spokane should elect to require applica-
10 tion of the insurance proceeds toward payment on its mortgage security,
11 Vendor shall give Purchaser credit toward payment on this contract.

12 In the event any governmental agency or entity having the power
13 of eminent domain acquires by eminent domain, or by negotiated sale
14 in lieu of eminent domain, all, or any portion, of the real property
15 described in this contract, Vendor may require Purchaser to apply all
16 proceeds received by Purchaser from such acquisition (remaining after
17 payment by Purchaser of attorney fees, appraiser fees, and related
18 necessary and reasonable costs in connection with securing said proceeds)
19 which proceeds are hereinafter called "net proceeds" toward the pay-
20 ment of the sums secured by this contract. Upon receipt of said net
21 proceeds, Purchaser shall notify Vendor of the amount of said net
22 proceeds and Vendor shall, within ten (10) days after such notification,
23 notify Purchaser in writing if Vendor elects to have said net pro-
24 ceeds applied toward payment of the sums secured by this contract.

25 If Vendor fails to so notify Purchaser of such election, Vendor shall
26 conclusively be deemed to have elected not to require Purchaser to apply said
27 net proceeds toward the sums secured by this contract. If Vendor elects
28 to have said net proceeds applied toward payment toward the sums secured
29 by this contract, the amount to be received by Vendor shall not exceed
30 the total of the principal plus accrued interest to the date of receipt
31 thereof by Vendor, and all such sums shall be paid to the Escrow Holder
32 named herein. Regardless of whether Vendor elects to have said net

1 proceeds applied to the sums secured by this contract, Vendor will
2 join in any conveyance required by the governmental agency or entity
3 acquiring a portion or all of the real property described herein by
4 eminent domain, but Vendor shall not be required to partially convey
5 more property than that which is acquired by such government agency
6 or entity. Vendor shall not be obligated to participate in any nego-
7 tiations with such governmental agency or entity. Any notice or
8 notices required to be given by Purchaser to Vendor pursuant hereto
9 shall be in writing and shall be deemed given when the same is deposited
10 in the United States Mail, as certified mail, postage prepaid, addressed
11 to Vendor at the last address of Vendor shown on the records of the
12 Escrow Holder.

13 Vendor may appear in or defend any action or proceeding at law,
14 in equity, or in bankruptcy affecting in any way the security hereof,
15 and in such event, Vendor shall be allowed and paid, and Purchaser
16 hereby agrees to pay all costs, charges and expenses including costs
17 of evidence of title or validity and priority of the security and
18 attorney's fees in a reasonable sum, incurred in any such action or
19 proceeding in which Vendor may appear, which shall bear interest at
20 ten (10%) percent from date of demand therefor. Failure of Purchaser
21 to pay Vendor for such costs, charges and expenses within 90 days from
22 date of demand therefor shall constitute a breach of this contract. The
23 above described real property is subject to a mortgage lien in favor
24 of Federal Land Bank of Spokane securing a debt in the original prin-
25 cipal sum of \$35,000.00, plus interest, which mortgage is recorded
26 in Vol. M-72, page 9245, Mortgage Records of Klamath County, Oregon.
27 Vendor agrees to hold Purchaser harmless from said mortgage lien and
28 underlying obligations and to pay and perform the terms thereof as pro-
29 vided in said mortgage and the note secured thereby. If Vendor neg-
30 lects or fails to pay the sums due or to become due under the note
31 secured by said mortgage, or fails to perform any of the terms, cove-
32 nants, and conditions of said mortgage, and said failure is not occasioned

1 by reasons of any default on the part of Purchaser, Vendor agrees to
2 pay to Purchaser all sums paid or incurred by Purchaser in protecting
3 Purchaser's rights acquired by this contract, including, but not
4 limited to, costs, charges and expenses, including costs of evidence
5 of title, or validity of Purchaser's interest in said real property,
6 and reasonable attorney's fees at trial, or on appeal, incurred by
7 Purchaser; which sums shall bear interest at the rate of ten (10%)
8 percent per annum from date of demand therefor. If Vendor fails to
9 pay Purchaser the sums due Purchaser under this provision of this
10 contract within 90 days from date of demand therefor, Purchaser shall
11 be entitled to institute such suit or action as may be necessary to
12 recover the sums due Purchaser under this provision of this contract
13 and to pursue such other remedies as may be allowed by law or by
14 equity under the premises.

15 If Purchaser shall fail to perform any of the terms of this
16 agreement, time of payment and performance being of the essence,
17 Vendor shall, at his option, subject to the requirements of notice
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32

1 as herein provided, have the following rights:

2 (a) To foreclose this contract by strict foreclosure
3 in equity;

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

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

8 (d) To declare this agreement null and void as of the
9 date of the breach and to retain as liquidated damages the
10 amount of the payments heretofore made upon said premises.
11 Under option (d) all of the rights, title and interest of
12 Purchaser shall revert and revest in Vendor without any act
13 of re-entry or without any other act by Vendor to be performed,
14 and Purchaser agrees to peaceably surrender the premises to
15 Vendor, or in default thereof, Purchaser may, at the option
16 of Vendor, be treated as a tenant holding over unlawfully
17 after the expiration of a lease and may be ousted and removed
18 as such.

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

25 If Purchaser shall fail to make payments as herein provided
26 and said failure shall continue for more than 30 days after the
27 payment becomes due, Purchaser shall be deemed to be in default and
28 Vendor shall not be obligated to give notice to Purchaser of a
29 declaration of said default.

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

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

In the event any suit or action is commenced to foreclose this

1 contract, the court having jurisdiction of the case may, upon motion
2 by Vendor, appoint a receiver to collect the rents and profits arising
3 out of the above described real property and to take possession,
4 management and control of the same during pendency of such foreclosure
5 proceeding or until payment of the obligations hereby secured, and
6 apply said rents and profits to the payment of the amount due hereunder,
7 first deducting all proper charges and expenses attending the
8 execution of said receivership.

9 Upon the commencement of any suit or action to collect the
10 indebtedness or disbursements, secured hereby, or any part thereof,
11 or to enforce any provision of this contract by specific performance,
12 foreclosure, or otherwise, there shall become due, and Purchaser
13 agrees to pay to Vendor, in addition to all statutory costs and
14 disbursements, any amount Vendor may incur or pay for any title re-
15 port, title search, insurance of title, or other evidence of title
16 subsequent to the date of this contract on any of the real property
17 above described and this contract shall be security for the payment
18 thereof.

19 In the event any suit or action is instituted to collect the
20 indebtedness or disbursements secured hereby, or any part thereof,
21 or to enforce any provision of this contract by specific performance,
22 or foreclosure, or otherwise, the prevailing party, at trial, or on
23 appeal, shall be entitled to such reasonable attorney's fees as
24 shall be fixed by the court having jurisdiction of the case, in
25 addition to statutory costs and disbursements.

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

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

1 In construing this agreement, the singular shall include both
2 the singular and the plural and the masculine both the masculine
3 and feminine.

4 Glenn Lee Hilyard (SEAL)
Glenn Lee Hilyard

6 Shirley Faye Hilyard (SEAL)
Shirley Faye Hilyard

8 Jack N. Martin (SEAL)
Jack N. Martin

10 Lois E. Martin (SEAL)
Lois E. Martin

12 STATE OF OREGON)
13) ss.
14 COUNTY OF KLAMATH)

15 On the 23rd day of August, 1972, personally appeared Glenn Lee
16 Hilyard and acknowledged the foregoing act to be his voluntary act and
17 deed.

Before me:

Alameda E. Giacomini

Notary Public for Oregon
My commission expires: 8/5/1974

19 (SEAL)
20
21 STATE OF Oregon)
22) ss.
23 COUNTY OF Klamath)

24 On the _____ day of August, 1972, personally appeared Shirley Faye
25 Hilyard, and acknowledged the foregoing instrument to be her voluntary
26 act and deed.

Before me:

Alameda E. Giacomini

Notary Public for Oregon
My commission expires: 8/5/1974

27 STATE OF OREGON)
28) ss.
29 COUNTY OF KLAMATH)

30 On the 31st day of August, 1972, personally appeared Jack N. Martin
31 and Lois E. Martin, husband and wife, and acknowledged the foregoing
32 instrument to be their voluntary act and deed.

Before me:

Theresa D. Goeckner

Notary Public for Oregon
My commission expires: 11/25/72

Contract of Sale
Page 12

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record at request of Transamerica Title Ins. Co.

this 1st day of Sept. A.D., 1972 at 10:37 o'clock A.M., and duly recorded in
Vol. M72 of Deeds on Page 9834

WM. D. MILNE, County Clerk
By Lucia Quintala

Fee \$28.00