

④ 36809

Vol. 1172 Page 11005

AGREEMENT OF SALE

SEP 23 1 51 PM 1972

THIS AGREEMENT OF SALE is entered into and effective this 7TH day of September, 1972, by and between RONALD M. COLITTI AND ANTHONY P. COLITTI, sometimes hereinafter referred to as "SELLER", and INDEPENDENT FARMS LIMITED, a California limited partnership, sometimes hereinafter referred to as "BUYER", whereby the parties agree to the following terms and conditions upon the representations and warranties herein set forth:

I. PROPERTY BEING CONVEYED

The real property which is sometimes hereinafter referred to as "property" is that certain approximate 143 acre parcel, located at Sprague River, Oregon and is more particularly described on the annexed Exhibit "A", which is incorporated herein as though set forth in full.

II. STATEMENT OF FACTS

1. Annexed hereto and marked Exhibit "B" is a certain Preliminary Title Report issued by Transamerica Title Insurance Co. dated August 23, 1972.
 2. As is set forth on the said Exhibit "B", recorded legal title to the subject property stands in the name of FIRST NATIONAL BANK OF OREGON, a National Banking Association, sometimes hereinafter referred to as "FIRST NATIONAL".
 3. SELLER'S rights in and to subject property are pursuant to a certain contract by and between SELLER AND CLIFFORD J. EMMICH AND WINIFRED L. EMMICH, whereby "Emmichs" sold and conveyed all their rights in said property which they acquired from "FIRST NATIONAL" pursuant to a certain contract as referred to as Item No. 7 on the said Exhibit "B", to RONALD M. COLITTI and ANTHONY P. COLITTI. The recording of said transfer by Quit Claim to be accomplished concurrent with the closing of this purchase escrow. A copy of said Quit Claim is annexed to this agreement as Exhibit "E".
 4. The title of FIRST NATIONAL to said property is subject to certain encumbrances listed as Item No. 4 on the said Title report.
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5. SELLER'S interest in said property in addition to the matters referred to in the said Title Report, is subject to an encumbrance in favor of FIRST NATIONAL upon those terms and conditions as set forth on the annexed Exhibit "C".

III. CONVEYANCE

SELLER herewith sells and BUYER hereby purchases all of the SELLER'S right, title and interest in and to the subject real property.

IV. PURCHASE PRICE

1. As and for the purchase price of said property, BUYER shall pay to SELLER the sum of Sixty Seven Thousand Five Hundred Dollars (\$67,500.00), payable Fifteen Thousand Dollars (\$15,000.00) concurrently herewith, and the balance, or Fifty Two Thousand Five Hundred Dollars (\$52,500.00) in installments and in the manner as set forth on the annexed Exhibit "D".

VI. POLICY OF TITLE INSURANCE AND SELLER'S TITLE

1. Concurrently with the execution of this Agreement, SELLER shall obtain and furnish to BUYER a policy of title insurance issued by Transamerica Title Insurance Co. indicating that as of the effective date of this Agreement, SELLER shall be a named insured of the subject property in the amount of \$67,500.00, and indicating on such title policy the following:

- A. The fee simple title to said land vests in FIRST NATIONAL.
- B. The only liens, encumbrances, defects and other matters affecting title to said property shall be those matters listed as Items 2, through 7, inclusive.

VI. REPRESENTATIONS AND WARRANTIES OF SELLER

That SELLER represents and warrants to BUYER, each of the following:

- 1. That the vesting of fee title in the subject land in the name of FIRST NATIONAL is as security only to secure to FIRST NATIONAL the repayment of that certain encumbrance by SELLER as referred to in Exhibit "C" and that

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FIRST NATIONAL has no other right, title or interest in and to said property, and upon the payment of FIRST NATIONAL of all such sums owed them, they will be obligated to convey complete title to said property to BUYER.

2. That CLIFFORD J. EMMICH AND WINIFRED L. EMMICH have no right, title or interest in and to said property.

3. That there are no defaults in the performance of any agreements to any parties who have any interest in the said property.

4. That no party has any rights by virtue of this Agreement to accelerate any encumbrances that exist upon the subject property.

5. There are no present governmental or regulatory agency restrictions on the use of said property.

6. There are no pending, or known, assessments by any governmental or regulatory agency presently existing on said property.

7. That no other person or legal entity has any rights whatsoever as to any of the water rights, wells, or pumps presently existing on the property.

8. That there are no liens, encumbrances of any kind, type or description, on, relating to, or effecting the subject property, or any buildings or personal property located thereon, other than as set forth in the said Exhibit "B".

10. That there are no agreements, contracts, or understandings, oral or written, expressed or implied, relating to any use of the subject property or creating any rights in any third parties for the use of the subject property.

11. That the present facilities utilized on the property are in reasonably good condition, and satisfactory for the hay growing operations on the subject property, and the subject property can be operated for such hay growing operations.

12. That there are no existing restrictions, covenants, easements, rights of way, or any other rights of any kind or descriptions, in favor of

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third parties, on, relating to, or affecting the subject property other than as set forth on the said Exhibit "B".

13. That the FIRST NATIONAL BANK is obligated to pay those certain mortgages and encumbrances listed as Item 4 on the said Exhibit "B", and BUYER shall have no obligation to do so. That to the best knowledge of SELLER, there are no defaults in the payment of the said mortgages.

VII. PREPAYMENT OF PURCHASE PRICE

The parties agree that BUYER at its sole option shall have the privilege without penalty of prepaying the principal and interest of the purchase price as follows:

1. BUYER shall have the option to prepay at any time and in any amount any future unaccrued interest up to the entire amount thereof.
2. BUYER shall have the right at its option to prepay at any time and in any amount any principal balance owing up to the whole thereof.
3. In the event BUYER has elected to exercise its option to prepay interest, it may at any time by giving written notice to SELLER apply any portion of such prepaid interest to the unpaid principal balance then due.
4. Upon any prepayment of the principal balance, either as set forth in subparagraph 2 or 3 above, such prepaid principal shall thereafter not bear any interest.
5. In the event any prepayment of the principal balance in the manners hereinabove set forth, the installment payments evidencing the unpaid purchase price shall be reduced to provide for such annual installments to amortize the unpaid principal over the remaining term of the obligation, to wit: ending on March 1, 1987. Such reduction shall apply to the next annual installment when due.
6. Any of the foregoing options granted BUYER to prepay either interest or principal, shall be exercisable by BUYER at its unrestricted option towards

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either part of the unpaid purchase price as set forth on the said Exhibit "D".

VIII. DELIVERY OF DEED

1. This Agreement is intended to and does convey unto BUYER all of SELLER'S present interest in and to the property, and the only interest SELLER is to have from and after the effective date of this Agreement is a security interest in the property to secure to them the payment of the balance of the purchase price from BUYER.

2. In that SELLER cannot convey recordable legal title to BUYER by virtue of the vesting in FIRST NATIONAL BANK as hereinabove set forth, the parties agree that at any future time that recordable legal title can vest in the name of BUYER (for example, when FIRST NATIONAL BANK be paid in full or they otherwise agree to convey legal title), each of the parties shall execute upon demand and without cost to the other, all necessary deeds or other documents to so convey legal title to BUYER, on condition that BUYER shall execute and deliver to SELLER Promissory Notes and related mortgage to evidence the balance of the purchase price due SELLER upon the following terms and conditions:

A. In the event for any reason whatsoever SELLER shall acquire legal title to the property, it shall hold such legal title in trust for the benefit of BUYER, subject only to its security interest to secure to SELLER the unpaid purchase price.

B. SELLER irrevocably appoints BUYER as its agent in fact to demand or receive the conveyance of legal title solely in BUYER'S name.

C. The Promissory Note and related mortgage shall be consistent with Exhibit "D" and the amounts of said Note shall be that amount then owing there-

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under, and all other terms and conditions of such Note and mortgage shall be consistent with those terms and conditions contained within this Agreement.

IX. DEFAULT BY BUYER

1. In the event of any default by BUYER in any of the terms and conditions herein contained, SELLER shall have the following remedies in addition to all of those now or hereafter conferred by law:

A. The right at its option to declare all unpaid sums due it, immediately due and payable.

B. Retain all sums of money paid to him hereunder to the extent permitted by law.

C. To foreclose this contract, or mortgage, as the case may be, and in any of such cases, all rights and interest created or then existing in favor of the BUYER and against the SELLER hereunder shall cease and the right to the possession of the property and all other rights acquired by the BUYER hereunder shall revert to and re-vest in the SELLER.

X. MISCELLANEOUS

1. Time is of the essence in this Agreement.
2. No representations or warranties, either oral or expressed other than as set forth herein have been made from one party to the other.

JPC

SIGNED:

Independent Farms, Ltd.
by: Donald P. Call
Donald P. Call, General Partner

Ronald M. Colitti
Ronald M. Colitti

Anthony P. Colitti
Anthony P. Colitti

Misc. 188 (G.S.) Act. Partnership (Rev. 12-63) Simple
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.
On September 7, 1972
before me, the undersigned, a Notary Public in and for said County
and State, personally appeared
Donald P. Call
to be ~~xx~~ General Partner ~~xxxxxx~~ known to me
that executed the within instrument, and acknowledged to me that
such partnership executed the same.
Signature: Janet L. Krachman
Name (Typed or Printed)
Notary Public in and for said County and State

FOR NOTARY SEAL OR STAMP
OFFICIAL
Janet L. Krachman
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires May 29, 1976

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES } ss.
ON September 7, 19 72
before me, the undersigned, a Notary Public in and for said State, personally appeared
Ronald M. Colitti
person ~~x~~ whose name was subscribed to the within instrument,
and acknowledged to me that he executed the same.
WITNESS my hand and official seal.
Janet L. Krachman
NAME (TYPED OR PRINTED)
Notary Public in and for said State.

STATE OF CALIFORNIA,
COUNTY OF LOS ANGELES } ss.
ON September 7, 19 72
before me, the undersigned, a Notary Public in and for said State, personally appeared
Anthony P. Colitti
person ~~x~~ whose name was subscribed to the within instrument,
and acknowledged to me that he executed the same.
WITNESS my hand and official seal.
Janet L. Krachman
NAME (TYPED OR PRINTED)
Notary Public in and for said State.

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EXHIBIT "A"

The following described real property in Klamath County, Oregon:

Township 36 South, Range 11 East of the Willamette Meridian:

Section 10: That part of Lots 17, 18, 23, 24, 25, 26 that
lie South of the Sprague River and

Section 11: Lots 20, 21 and 28.

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EXHIBIT B

600 Main Street, Kansas City, Missouri 64101
(816) 524-1111



11013

Transamerica Corporation

Transamerica Title Insurance Co

August 23, 1972

AMENDED

Order No. 28-3570

PRELIMINARY REPORT FOR

Standard Coverage Policy \$ 72,000.00

Standard Loan Policy \$

Premium:

Owners \$ 286.00

Mortgagees \$

The Bank of California
15250 Ventura Boulevard
Sherman Oaks, Calif. 91403

Gentlemen:

We are prepared to issue title insurance in the form and amount shown above insuring the title to the land hereinafter described:

SEE ATTACHED DESCRIPTION

as of August 10, 1972 at 5:00 P.M. west in

FIRST NATIONAL BANK OF OREGON, a national banking association.

subject to the usual printed stipulations and exceptions appearing in such form policy and also the following:

1. The assessment roll and the tax roll disclose that the within described premises were specially assessed as farm use. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five or lesser number of years in which the land was subject to the special land use assessment.
2. Rights of the public in and to any portion of the above described property lying within the limits of roads or highways.
3. Rights of Governmental bodies in and to that portion of the above described property lying below the ordinary high water mark of Sprague River.

continued ...

This Report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefore paid.

AG 101
8-7-72

*Current report
jpe*

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4. Mortgage, including the terms and provisions thereof, dated April 9, 1953, recorded April 15, 1953, in Volume 150 at page 63, Mortgage Records of Klamath County, given to secure the payment of \$75,000.00, with interest thereon and such future advances as may be provided therein, executed by Frank Goularte and Virginia Goularte, husband and wife, to The Travelers Insurance Company, a corporation. (Covers additional property)

5. The interest of R. W. Slemaker, Jr., under an assignment of 50% Oil and Gas royalties, including the terms and provisions thereof, dated May 16, 1955, recorded May 23, 1955, in Book 274 at page 422, Deed Records of Klamath County, Oregon. (Covers additional property)

NOTE: The holder of this Royalty Interest purported to convey mineral interests which are shown in the following deed books; 275, page 339; 275 at page 380, 275 at page 443; 275 at page 546; 276 at page 18; 276 at page 448.

6. The interest of Phillips Investment Corporation, as to an undivided one-half (1/2) interest under a Mineral Deed, including the terms and provisions thereof, from Donald M. Phillips, et ux, dated February 23, 1956, recorded August 4, 1958, in Book 301 at page 516, Deed Records of Klamath County, Oregon. This interest has been conveyed by instruments recorded in Deed Book 356 at pages 535, 537, 541 and 543. (Covers Lots 20, 21 and 28 Section 11 and additional property)

7. Contract of sale, including the terms and provisions thereof, dated October 20, 1969, recorded February 18, 1970 in M-70 at page 1226 between First National Bank of Oregon and Winifred L. Emmich. (Covers additional property)

8. Contract, including the terms and provisions thereof, dated October 23, 1969, recorded March 27, 1970 in Deed Volume M-70 at page 2408 between Clifford J. Emmich and Winifred L. Emmich, husband and wife and Accurate Electronics. (Covers additional property)

Note: We find no judgments or United States Internal Revenue Liens against INDEPENDENT FARMS, LIMITED, a California Limited Partnership.

Note: Taxes for the year 1971-72 in the amount of \$191.28, paid in full. (CODE 8 MAP 3611-1040 TL 600)

Taxes for the year 1971-72 in the amount of \$121.36, paid in full. (CODE 8 MAP 3611 TL 1800)

TRANSAMERICA TITLE INSURANCE CO.
BY *Robert F. Pettijohn*
ROBERT F. PETTIJOHN
Title Officer

RFP:bjm

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The following described real property in Klamath County, Oregon:

Township 36 South, Range 11 East of the Willamette Meridian:

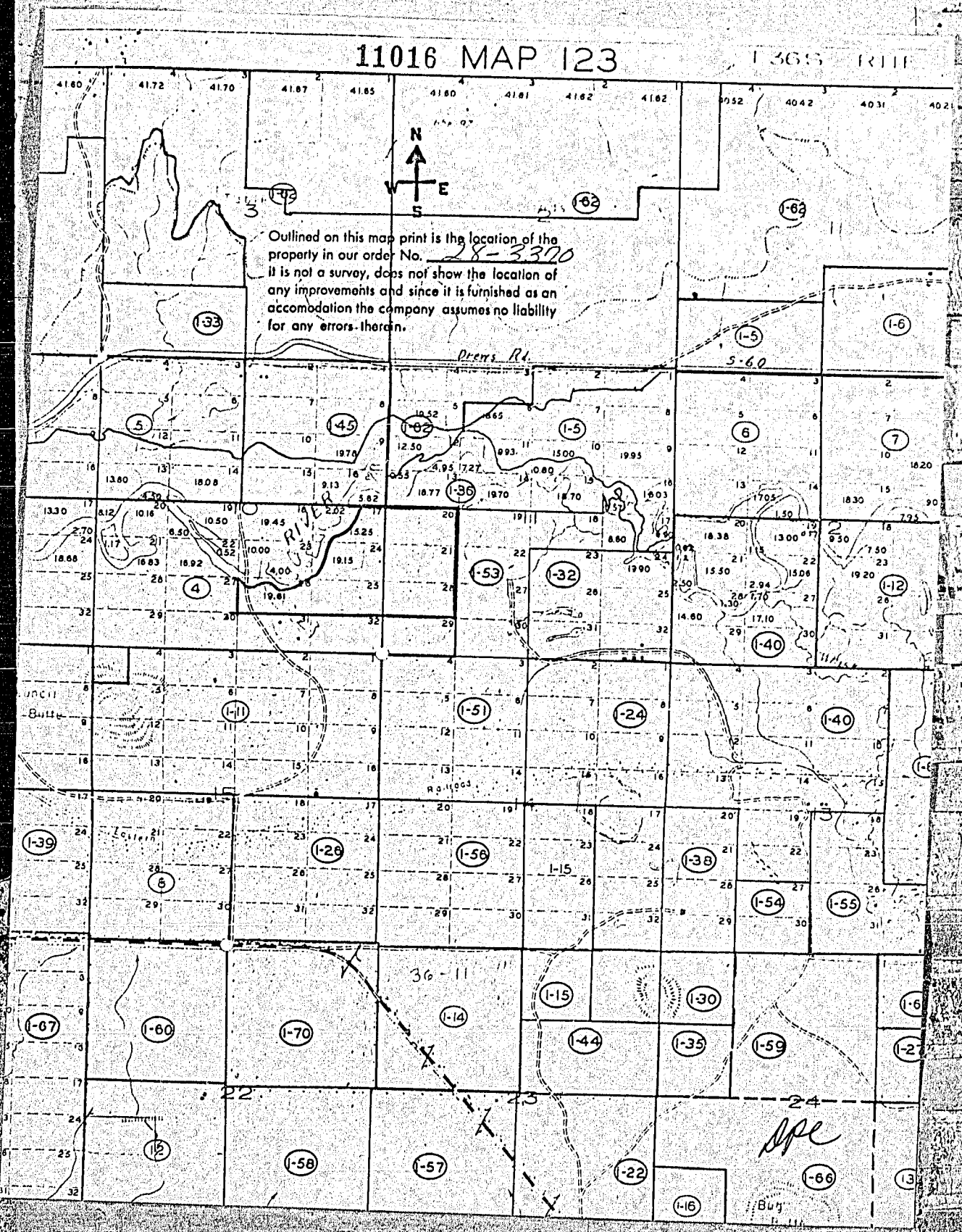
Section 10: That part of Lots 17, 18, 23, 24, 25, 26 that
lie South of the Sprague River and

Section 11: Lots 20, 21 and 28.

ape

11016 MAP 123

1365 RITE



Outlined on this map print is the location of the property in our order No. 28-3300
 It is not a survey, does not show the location of any improvements and since it is furnished as an accommodation the company assumes no liability for any errors therein.

Dress Rd.

Spe

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EXHIBIT "C"

ENCUMBRANCE IN FAVOR OF FIRST NATIONAL BANK

1. The encumbrance in favor of FIRST NATIONAL BANK consists of a security interest only to secure to the bank the payment by SELLER of the following sums of money in the manner herein set forth:

A. Principal balance as of the date hereon
\$221,614.08.

B. Interest on unpaid principal - 8% per annum.

C. Method of payment - Annual installments of \$28,039.20 or more each, which include interest, payable on the 20th day of October of each calendar year with the next installment due on October 20, 1972, and the entire unpaid principal and accrued interest all due and payable on October 20, 1979.

2. It is understood that this encumbrance is actually a liability of Accurate Electronics, Inc. associate with the 1800 acres of a djacent properties sold to Independent Farms, Ltd. on March 1, 1972.

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EXHIBIT "D"

TERMS OF PAYMENT OF BALANCE OF PURCHASE PRICE

The total unpaid purchase price shall be the sum of \$52,500.00, which shall be payable as follows:

1. Interest on such unpaid principal shall be at the rate of 6% per annum.
2. The unpaid purchase price, together with interest, shall be payable in monthly installments in the sum of \$976.00 or more, commencing on October 15, 1972, with the entire unpaid principal and accrued interest all due and payable on October 15, 1977.

WPC

State of _____
County of _____
On _____ Feb _____
personally app

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RECORDING REQUESTED BY

EXHIBIT "E"

WHEN RECORDED MAIL TO

Name: Ronald M. Colitti
Street: 8422 Whiteoak Avenue
City & State: Northridge, California

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ _____
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
Signature of Declarant or Agent determining tax. Firm Name

QUITCLAIM DEED

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged Winifred L. Emmich and Clifford J. Emmich, 1931 El Arbolita Dr., Glendale, California 91208

do hereby
REMISE, RELEASE AND FOREVER QUITCLAIM to Anthony P. Colitti and Ronald M. Colitti,
8442 Whiteoak Avenue, Northridge, California

the real property in the
State of California described as:

County of Klamath

Oregon
T36S, R11E, W.M.

Section 10: That part of Lots 17, 18, 23, 24, 25, 26 that lay South
of the Sprague River and

Section 11: Lots 20, 21 and 28.

Dated: February 29, 1972

Winifred L. Emmich
Winifred L. Emmich
Clifford J. Emmich
Clifford J. Emmich

State of California,

County of Los Angeles } ss

On February 29, 1972, before me, the undersigned, a Notary Public in and for said State,
personally appeared Winifred L. Emmich and Clifford J. Emmich

known to me to be the person_s whose name_s subscribed to the within Instrument and acknowledged that they
executed the same.

Witness my hand and official seal.

(Seal) *Judance L. Seild*
Notary Public in and for said State.

Title Order No. _____

Escrow or Loan No. _____

MAIL TAX

STATEMENTS TO

NAME

ADDRESS

ZIP

11020

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Transamerica Title Co.
this 28th day of September A. D. 1972 at 11³⁹ o'clock P. M., and
duly recorded in Vol. M 72, of Deeds on Page 11005

Wm D. MILNE, County Clerk

By Mary L. Lindsey

fee 30.00