

REAL ESTATE PURCHASE AGREEMENT

THIS AGREEMENT, executed this 25 day of JAN. 1973, between SUN FOREST ESTATES herein after called Seller, and GERHARD W. BRADASCH Buyer.
 WITNESSETH: That Seller, in consideration of the covenants of the Buyer herein, agrees to sell and convey to Buyer, through FIRST NATIONAL BANK OF OREGON which is holding, title in trust for the protection of the Buyer, and said Buyer agrees to buy all that real property situated in the County of Klamath, State of Oregon, hereinafter referred to as "said property," described as follows: Lot 28 Block 1 of SUN FOREST ESTATES, Tract 1060, as shown by Map on file in the office of the County Recorder.
 SUBJECT TO: Covenants, conditions, reservations, restrictions, easements and rights of way of record.
 The price for which Seller agrees to sell and Buyer agrees to buy said realty is the sum of:

1. Cash Price	1895.
2. Down Payment	50.
3. Unpaid Balance	1845.
4. Finance Charge	655.
5. Deferred Payment Price (Total Price 1 + 4)	2500.
6. Annual Percentage Rate (on unpaid balance only)	8.90
7. Total of Payments (3 + 4)	2500.

Payable in 100 installments of 25. or more, payable on 15 day of MAR. 1973 and each successive calendar month thereafter until paid in full. Each installment shall be credited first to interest and then to principal, and interest shall thereupon cease upon the principal so credited.

The Finance Charge applies from the date hereof. BUYER specifically reserves the right to pay the unpaid balance in full at any time without interest penalty.

THE SELLER HEREBY RESERVES a right-of-way, with right of entry along boundary lines of each lot for the purpose of installing and maintaining utility lines. THE BUYER HEREBY AGREES, during the term of this Agreement and any extension or renewal thereof, to pay promptly when due all taxes, assessments and charges of every kind and nature now or hereafter assessed, levied, charged or imposed against or upon said realty. Upon failure by the Buyer to so pay said taxes, assessments and charges, the Seller shall have the right to pay the same, together with any and all costs, penalties and legal percentages which may be added thereto. The amount so paid or advanced, with interest thereon at the rate of eight percent (8%) per annum from the date of advancement until repaid, shall be secured hereby and shall be repaid by said Buyer to said Seller on demand; failure by the Buyer to repay the same with such interest within thirty (30) days from such demand by the Seller shall constitute a default under the terms of this Agreement.

THE SELLER HEREBY AGREES not to subsequently encumber this property in any manner whatsoever without the written consent of the Buyer.

THE SELLER FURTHER AGREES that he shall not undertake any additional off site improvements or to perform any other work on this property which may result in the creation of a mechanic's lien subsequent to date of this contract without the written consent of the Buyer. In the event that such additional improvements or work are undertaken by the Seller, with Buyer's consent, the Seller shall furnish to the contractor making such improvements or performing work a copy of the Final Subdivision Public Report pertaining to this property.

THE BUYER AGREES he will at all times during the term of this agreement, and any extension or renewal thereof, keep said realty free of all liens and encumbrances of every kind and nature caused or created by Buyer.

IT IS UNDERSTOOD AND AGREED THAT THE DEVELOPMENT OF WATER AND THE INSTALLATION OF A SEWAGE DISPOSAL SYSTEM IS THE RESPONSIBILITY OF THE BUYER AT BUYER'S COST.

THE BUYER shall insure the buildings now on said property, if any, or such buildings as may be placed thereon, against fire, for not less than 75% of the value thereof, with some Fire Insurance Company to be approved by the Seller, and any loss thereunder shall be paid to the Buyer and the Seller as their interests may appear.

THE BUYER AGREES to keep the premises in a good state of repair and condition, neat and orderly, reasonable wear and tear and the use thereof excepted and covenants not to commit or allow to be committed any waste to said premises.

THE SELLER RESERVES the right to enter upon said realty at any time during the term of this Agreement for the purpose of examining the same.

IT IS FURTHER AGREED that time is of the essence of this Agreement, and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder, and should default be made (a) in payment of any of said installments of principal or interest when the same become due, or (b) in the repayment within thirty (30) days after demand as aforesaid, of any amount herein agreed to be repaid, or (c) in the observance or performance of any other obligation hereunder, the Seller may thereupon at his option enforce his rights hereunder, either by forfeiture of all the Buyer's rights under this Agreement and all interest in said realty and the appurtenances, as hereinafter provided, or by any other legal or equitable right or remedy. In the event of any legal proceedings by any party to this agreement relating to this agreement, the prevailing party shall be entitled to receive from the opposing party all of his costs and expenses incurred in connection with such proceedings, including reasonable attorney's fees as fixed by the court. Should the Seller elect to enforce its right of forfeiture hereunder, it may declare forfeiture, retaining the amount paid in as Seller's actual damages, by service upon the Buyer of a written declaration of forfeiture cancellation, or by depositing in the United States mail, postage prepaid, such written declaration addressed to the buyer at his last address on file with the Seller.

In the event of default, Seller may declare this Agreement null and void, then and in that event all the right, title and interest of the Buyer shall revert to and revest in the Seller without any act of re-entry or without any other act by the Seller to be performed and without any right of the Buyer of reclamation or compensation for money paid by the Buyer or for improvements made, as absolutely, fully and perfectly as if this Agreement had never been made, and Buyer agrees to peaceably surrender said premises and possession thereof, or any of its improvements, to the Seller, its agents or assigns, or in default thereof by the Buyer, may, at the option of the Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

In case the Buyer, their legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the times specified, and shall strictly, and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent or tenor thereof, then the Seller shall cause the Trustee to issue unto the Buyer, their heirs and assigns, upon request at Encino, California, a Special Warranty Deed conveying marketable title to said premises in the Buyer, free of encumbrances, save and except easements, restrictions, reservations and rights-of-way of record as of the date hereof, the building and use restrictions, and any lien or encumbrance allowed to accrue against said premises by the Buyer. Fee for issuance of deed is \$15.00 at cost of Buyer. Buyer may obtain a policy of title insurance at Buyer's expense.

NO WAIVER OF THE BREACH of any of the covenants or conditions of this Agreement by the Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants or conditions of this Agreement.

THE SELLER RESERVES the right to deliver the deed, at any time during the term hereof, and the Buyer, in lieu of this Agreement, shall execute and deliver to said Seller, or his nominee, a note for all amounts of money then unpaid and said note shall be secured by a Trust Deed on said property and said Buyer shall likewise execute and deliver said Trust Deed concurrently with the delivery of said note.

THE BUYER AGREES that this Agreement shall not be assigned, set over or transferred without the prior consent of the Seller hereunder or his assignee, and any violation of the terms of this paragraph shall constitute a breach of this Agreement. In case any payment hereon is not made on the due date, Buyer agrees to pay any and all collection costs of Seller, reflecting actual costs incurred by Seller.

Purchaser shall have the option to void this agreement if he has not received a Property Report prepared pursuant to the rules and regulations of the U.S. Department of Housing & Urban Development in advance of, or at time of signing this agreement. Purchaser shall have the right to revoke this agreement within 48 hours after signing this agreement if Purchaser did not receive such Property Report at least 48 hours before signing.

IN WITNESS WHEREOF, the Seller has caused its name to be hereunder affixed by its proper officer hereunto duly authorized, and the Buyer has executed the same, the day and year first above written.

Seller
 SUN FOREST ESTATES
 16000 Ventura Blvd.
 Encino, Calif. 91316
 Telephone: 213-789-0315

Countersigned to acknowledge
 notice of the foregoing:
 FIRST NATIONAL BANK OF OREGON
 TITLE HOLDING TRUSTEE

BUYER Gerhard W. Bradasch
 BUYER
 ADDRESS 1516 J. Rushing Dr.
 CITY S.F. ZIP 94129
 PHONE 752-0445 (415)
 MARITAL STATUS Married

AGENT Richard H. Smith By

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Gerhard W. Bradasch

this 6th day of Feb. A. D., 1973 at 10:02 o'clock A. M., and duly recorded in

Vol. M-73, of Misc. on Page 1244

Fee \$2.00

WM. D. MILNE, County Clerk
Charles K. Doughton, Deputy

FEB 6 10 12 AM 1973

FEB 6 10 15 AM 1973
 28-45-47
 FEB 6 10 14 AM 1973