

This Agreement, made and entered into this 25th day of September 1973, by and between DEAN O. MILLER and NAOMI D. MILLER, husband and wife, hereinafter called Seller, and BEARCAT, INC., an Oregon Corporation, hereinafter called Buyer, (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller all of the following described property situated in Klamath County, State of Oregon, to-wit: A tract of land situated in the NW 1/4 of the NW 1/4 of Section 10, Twp 39 S., R. 9 E.W.M., more particularly described as follows: Beginning at a point that is East a distance of 30 feet and N00° 34' W a distance of 398.0 feet from the SW corner of the NW 1/4 of the NW 1/4; thence E 622.3 feet to the point of beginning; thence N 00° 34' W parallel to the East line of Washburn Way 350 feet; thence E 210.43 feet; thence S 350 feet; thence W 204.28 feet to the point of beginning.

SUBJECT TO: 1973-74 real property taxes & all future taxes & assessments; liens & assessments of Klamath Project & Klamath Irrigation District, & regulations, easements, contracts, water & irrigation rights in connection therewith; rules, regulations, & assessments of South Suburban Sanitary District; easements and rights of way of record, and those apparent on the land.

The purchase price thereof shall be the sum of \$ 65,000.00, payable as follows: \$ 5,000.00 upon the execution hereof; the balance of \$ 60,000.00 shall be paid in monthly installments of \$ 727.98 including interest at the rate of 8 % per annum on the unpaid balances, the first such installment to be paid on the 15th day of October, 1973, and a further and like installment to be paid on or before the 15th day of every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

It is mutually agreed as follows:

1. Interest as aforesaid shall commence from 10/1/73. Buyer shall be entitled to possession of the property as of date hereof.

2. After 1/1/75, buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment.

3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, purported liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of date hereof and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor.

4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss, all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession.

5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller.

6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at First Federal Savings & Loan Association, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller.

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That Buyer accepts the improvements located on the above property based on its own examination and accepts the same in the condition existing at this time of this agreement and certifies that no agreement or promise to alter, repair or improve said premises or improvements has been made by Seller.

PROVIDED, FURTHER, that in case Buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then Seller shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and reversion in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, Buyer agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed seller in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the Buyer further promises to pay such sum as the appellate court shall adjudge reasonable as seller's attorney's fees on such appeal.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

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

Witness the hands of the parties the day and year first herein written.

By: *James B. Miller* Seller
By: *James B. Miller* Buyer
BEARCAT, INC. President
Secretary
September 25, 1973
Klamath, County of
STATE OF OREGON

Personally appeared the above named DEAN O. MILLER and NAOMI B. MILLER, husband and wife,
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
Notary Public for Oregon
My Commission expires: 10-15-76

From the office of
PRENTISS K. PUCKETT, P.C.
Attorney at Law
Klamath Falls, Oregon
97601

IT IS FURTHER MUTUALLY AGREED AS FOLLOWS:

1. That Buyer accepts the improvements located on the above property based on its own examination and accepts the same in the condition existing at this time of this agreement and certifies that no agreement or promise to alter, repair or improve said premises or improvements has been made by Seller.

PROVIDED, FURTHER, that in case Buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then Seller shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, Buyer agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed seller in said suit or action, and if an appeal is taken from any judgement or decree of such trial court, the Buyer further promises to pay such sum as the appellate court shall adjudge reasonable as seller's attorney's fees on such appeal.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

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

Witness the hands of the parties the day and year first herein written.

BEARCAT, INC.

By: Donald P. Carson Buyer President

Patricia Ann Carson Secretary

ss. September 25, 1972

STATE OF OREGON, County of Klamath

Personally appeared the above named DEAN O. MILLER and NAOMI B. MILLER, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Notary Public for Oregon

My Commission expires: 10-17-76

From the office of
PRENTISS K. PUCKETT, P.C.
Attorney at Law,
First Federal Bldg.,
Klamath Falls, Oregon
97601

13202

STATE OF OREGON)
COUNTY OF Klamath) ss.

September 25, 1973

Personally appeared DONALD C. CARSON and PATRICIA A. CARSON who, being duly sworn, each for the other, did say that the former is the President and that the latter is the secretary of BEARCAT, INC., a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Return to
Bear Cat, Inc.
Box 334
City

BEFORE ME:



Merian Hiller
Notary Public for Oregon
My Commission expires: 10-17-76

STATE OF OREGON, COUNTY OF Klamath

Filed for record at request of JACK DEMPSEY

this 28th day of SEPTEMBER 1973 at 3:51 P.M. and

duly recorded in Vol. M 73, of DEEDS on Page 13200

FEE \$ 6.00

W.D. MILNE, County Clerk
Hazel Drazil