

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when said escrow holder 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 instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

But in case vendee 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 vendor 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 the 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 vendee derived under this agreement shall utterly cease and determine, and the promises aforesaid shall revert and reveal in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made. (See attached Addendum which adds conditions to above paragraph)

Should vendee, while in default, permit the premises to become vacant, Vendor 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 vendor 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, vendee 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 plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such 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.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

Vendors agree to complete reaming and casing wells with 16-inch casing. Vendors warrant that the two existing wells shall produce 2400 gallons of water per minute. If the two existing wells do not produce 2400 gallons per minute, vendors shall provide additional sources of water to obtain the 2400 gallons per minute. Vendors shall make improvements valued at approximately \$19,200.00, which shall be additional security for the term of this contract.

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

By Walter Konstanzer
Walter Konstanzer

By Donald O. Bieber
Donald O. Bieber

By Jeane G. Richards
Jeane G. Richards

By William D. Smith
William D. Smith

By Robert W. Graham
Robert W. Graham
Co-Partners

By Benjamin D. Morrison
Benjamin D. Morrison
Martha D. Morrison

Until a change is requested, all tax statements shall be sent to the Department of Veterans' Affairs, State Finance Bldg., Salem, Oregon 97310.

STATE OF OREGON
County of Klamath
April 30, 1974

Personally appeared the above named Benjamin D. Morrison, aka Ben D. Morrison, and Martha D. Morrison, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

From the office of
Ganong, Sizemore & Associates
Attorneys at Law
First Federal Bldg.
Klamath Falls, Ore.

Marlene T. Addington
Notary Public for Oregon
My commission expires

STATE OF CALIFORNIA)
County of San Diego) SS

5625

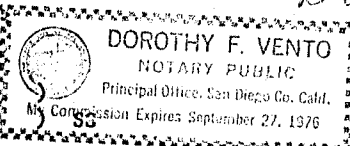
On this 2 day of May, 1974, before me, the undersigned officer, personally appeared Walter Konstanzer who acknowledged himself to be a member of Hungry Hollow Youth Ranch, a partnership, and that he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as copartner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

My Commission Expires:

STATE OF CALIFORNIA
County of Los Angeles) SS



Notary Public for California

On this ____ day of May, 1974, before me, the undersigned officer, personally appeared Jesse C. Richards who acknowledged himself to be a member of Hungry Hollow Youth Ranch, a partnership, and that he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as copartner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

My Commission Expires:

Notary Public for California

STATE OF CALIFORNIA)
County of ~~San Bernardino~~) SS

On this 17 day of May, 1974, before me, the undersigned officer, personally appeared William D. Smith who acknowledged himself to be a member of Hungry Hollow Youth Ranch, a partnership, and that he, as such partner, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by himself as copartner.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

My Commission Expires:



Notary Public for California

STATE OF OREGON)
County of Klamath) SS

On this 3rd day of May, 1974, before me, the undersigned officer, personally appeared Donald O. Bieber and Robert W. Graham who acknowledged themselves to be members of Hungry Hollow Youth Ranch, a partnership, and that they, as such partners, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the partnership by themselves as copartners.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

(SEAL)

My Commission Expires:

11-7-77

Notary Public for Oregon

5626

ADDENDUM TO AGREEMENT

ADDENDUM to AGREEMENT entered into by and between BENJAMIN D. MORRISON, aka Ben D. Morrison, and MARTHA D. MORRISON, husband and wife, therein known as Vendor and HUNGRY HOLLOW YOUTH RANCH, a Co-Partnership consisting of Walter Konstanzer, Donald Bieker, William D. Smith, and Robert W. Graham, therein known as Vendee wherein Vendor agrees to sell to Vendee and Vendee agrees to purchase from Vendor certain property situated in Klamath County, Oregon, situated in Sections 17, 18, 20 and 21 within Township 38 South, Range 11 East of the Willamette Meridian. This agreement having been entered into by the above parties on the 29th day of April, 1974.

The parties agree that notwithstanding any of the terms of the above mentioned agreement to the contrary, should vendee fail to make a payment on the date due, vendee shall not be deemed in default for at least 20 days after the due date of said payment.

The parties further agree that notwithstanding any of the terms of the above mentioned agreement to the contrary, in the event vendee fails to keep any of the terms or conditions of the agreement, other than terms for payment, vendor shall give to vendee written notice of such failure and shall allow vendor at least 10 days after such notice to correct said failure. Notice shall be delivered to vendee by letter sent by certified mail, return receipt requested and sent to vendee's last address known to vendor.

This addendum shall bind and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives and assigns.


Donald O. Bieker
HUNGRY HOLLOW YOUTH RANCH
By, DONALD O. BIEKER, PARTNER

Benjamin D. Morrison
BENJAMIN D. MORRISON

Martha D. Morrison
MARTHA D. MORRISON

STATE OF OREGON)
County of Klamath) SS

May 3rd, 1974
Personally appeared the above named Benjamin D. Morrison, aka Ben D. Morrison, and Martha D. Morrison, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

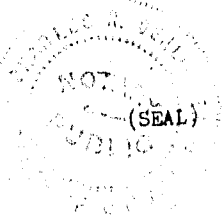
Charles R. Dehler
Notary Public for Oregon
My Commission expires: *Sept 14, 1977*


5627

STATE OF OREGON }
County of Klamath } SS

On this 3rd day of May, 1974, before me, the undersigned, Donald O. Bieber
acknowledged himself to be a partner of Hungry Hollow Youth Ranch, a partner-
ship and did execute the foregoing instrument for the purpose therein contained
by signing the name of the partnership as a partner.
IN WITNESS WHERE OF, I hereunto set my hand and official seal.

Charles R. Dehgin
Notary Public for Oregon
My commission expires Sept 6, 1977



ADDENDUM TO AGREEMENT EXHIBIT B

1 ADDENDUM to AGREEMENT entered into by BENJAMIN D. MORRISON, AKA Ben D. Morrison
 2 and Martha D. Morrison, husband and wife, therein known as Vendor and Hungry
 3 Hollow Youth Ranch, a Co-Partnership consisting of Robert W. Graham, Walter
 4 Konstanzer, Donald Bieber, and William D. Smith, therein known as Vendee wherein
 5 Vendor agrees to sell to Vendee and Vendee agrees to purchase from Vendor certain
 6 property situated in Klamath County, Oregon, situated in Sections 17, 18, 20, and 21
 7 within Township 38 South, Range 11 East of the Willamette Meridian. This agreement
 8 having been entered into by the above parties on the 29th day of April, 1974.

9 The parties agree that notwithstanding any of the terms of the above mentioned
 10 agreement to the contrary, the vendees agree that the vendors will not be held in
 11 non-compliance if equipment and/or materials cannot be obtained to finish reaming
 12 the wells within the 60 days as stated in the contract. The Vendor does realize
 13 that time is of the essence and will do everything in their power to get the
 14 work done. Vendee agrees to extend the necessary time. Vendor will extend proof
 15 of inability to get equipment and/or materials.

16 This addendum shall bind and inure to the benefit of the parties hereto and
 17 their respective heirs, executors, administrators, personal representative
 18 and assigns.

19 Donald O. Bieber
 20 HUNGRY HOLLOW YOUTH RANCH
 21 By Donald O. Bieber, Partner
 22 Benjamin D. Morrison
 23 Benjamin D. Morrison
 24 Martha D. Morrison
 25 Martha D. Morrison

26 STATE OF OREGON)
 27 COUNTY OF KLAMATH) SS
 28 Personally appeared the above named Benjamin D. Morrison, aka Ben D.
 29 Morrison, and Martha D. Morrison, Husband and wife, and acknowledged the
 30 foregoing instrument to be their voluntary act and deed.
 31 Before Me:

Charles R. Deffen
 Notary Public for Oregon
 My commission expires: April 6, 1977

32 STATE OF OREGON)
 33 County of Klamath) SS
 34 On this 3rd day of May, 1974, before me, the undersigned, Donald O. Bieber
 35 acknowledged himself to be a partner of Hungry Hollow Youth Ranch, a partnership
 36 and did execute the foregoing instrument for the purpose therein contained
 37 by signing the name of the partnership as a partner.
 38 IN WITNESS WHERE OF, I hereunto set my hand and official seal.

39 Return To:
 40 Hungry Hollow Youth Ranch
 41 Rt. 1 Box 757
 42 Bonanza, OR. 97623
 43 Charles R. Deffen
 44 Notary Public for Oregon
 45 My commission expires: April 6, 1977
 46 Taxes to:
 47 State of Oregon
 48 Dept. of Vehicle Affairs
 49 1225 Ferry S.E.
 50 Salem, Oregon

STATE OF OREGON; COUNTY OF KLAMATH; ss.
 Filed for record at request of TRANSAMERICA TITLE INS. CO
 this 6th day of MAY A.D., 1974, at 3:45 o'clock p.M., and duly recorded in
 Vol. M 71 of RECORDS on Page 5623

FEE \$ 12.00

WM. D. MILNE, County Clerk
 By Harold Dwyer Deputy