

REAL ESTATE CONTRACT

1. PARTIES:

Seller: DARREL E. WING and BEULAH H. WING, husband and wife
ROBERT E. MONTGOMERY and ADELINE M. MONTGOMERY, husband and wife

Purchaser: WILLIAM DIPP and IMOGENE DIPP, husband and wife
(Until a change is requested, all tax statements shall be
sent to the following address: 2007 Dennis Lane,
Santa Rosa, California 95401)

2. DESCRIPTION OF PROPERTY: That for and in consideration of the covenants and agreements herein contained the Seller hereby agrees to sell and convey to the Purchaser and the Purchaser hereby agrees to buy of the Seller the following described real premises, to-wit:

Lot Four (4) in Block Two (2) PINNEY'S ACRES situated in a portion of Southeast Quarter, Section 36, Township 24 South, Range 8 East of the Willamette Meridian in Klamath County, Oregon.

TOGETHER with the water meter and the right to receive domestic water under the system of the water distribution system of the City of Crescent, Klamath County, Oregon.

Allocation of purchase price:

Real premises	\$1,775.00
Water meter and water rights	225.00
Total	\$2,000.00

3. PURCHASE PRICE AND PAYMENT: The total purchase price for said property is the sum of TWO THOUSAND (\$2,000.00) DOLLARS, upon which purchase price has been paid the sum of FIVE HUNDRED (\$500.00) DOLLARS. The unpaid balance of the purchase price in the sum of ONE THOUSAND FIVE HUNDRED (\$1,500.00) DOLLARS shall be due and payable in monthly instalments as follows:

The sum of \$40.00 or more on or before the 15th day of March, 1974 and a like sum of \$40.00 or more on or before the same day of each and every month thereafter until the full amount of principal and interest as hereinafter provided shall have been paid in full.

Until otherwise notified in writing by seller, purchaser will make the monthly payments becoming due hereunder to Darrel E. Wing and Beulah H. Wing, or the survivor of them, at Star Route, Crescent, Oregon 97733.

The unpaid balance of the purchase price shall bear interest from date hereof at the rate of seven per cent (7%) per annum and said monthly instalments as aforesaid shall be applied first upon accrued interest and the remainder to be applied upon the principal balance then remaining unpaid. Purchaser shall have the privilege of increasing any payment or pre-paying the whole balance of the purchase price at any time, providing that no additional payments shall be credited as regular future payments nor excuse Purchaser from making the regular payments provided for in this agreement.

4. TAXES AND ENCUMBRANCES: Seller represents and warrants that real estate taxes on said premises have been paid in full through June 30th, 1974 and water charges to the City of Crescent have been to date hereof, and Purchaser promises and agrees to pay all other taxes, water charges, assessments and public charges hereafter levied and assessed against said premises as the same shall become due and payable and before delinquency and not to allow said premises to become subject to any lien or claim which would have precedence to the interest of the Seller herein.

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5. POSSESSION AND USE: Purchaser shall be entitled to possession of said premises on date hereof and thereafter during the life of this agreement. Purchaser agrees to use the premises in a lawful manner and commit no waste or strip thereof and not to remove any buildings or permanent structures thereon without Seller's consent and to keep the premises and improvements thereon in a good state of repair.

6. PERFORMANCE BY SELLER: Upon full payment of all sums herein mentioned to be paid by Purchaser to Seller, the Seller agrees to execute and deliver to Purchaser proper warranty deed conveying said premises unto Purchaser free and clear of liens and encumbrances of any nature whatsoever, except as specifically mentioned in paragraph 2 hereof, and taxes, assessments and public charges herein mentioned by Purchaser to be paid and liens and encumbrances suffered by Purchaser to accrue.

7. TITLE INSURANCE: Seller will furnish Purchaser with a good and sufficient policy of title insurance in a reliable title insurance company in the amount of the purchase price hereof showing marketable title as herein provided vested in Purchaser upon recordation of the warranty deed mentioned in paragraph 6 hereof.

8. FIRE INSURANCE: There being no buildings on the premises Purchaser is not required to maintain fire insurance in favor of the Seller.

9. PURCHASER'S UNPAID CHARGES: If the Purchaser shall fail to pay any taxes, charges or insurance premium or any lien or encumbrance as hereinabove provided for, the Seller may, at their option, do so, and any payments so made shall be added to and become a part of the unpaid balance of this contract and shall bear interest at the same rate as the principal balance hereof, without waiver of any rights arising to the Seller for a breach of covenant of this agreement, and all such payments shall be immediately due and payable at the option of Seller and the payment thereof shall be a condition of this agreement.

10. SELLER'S UNPAID CHARGES: If Seller shall fail to pay any charge, lien or encumbrance which it shall be Seller's obligation to pay which shall become a lien or charge against said real property having precedence to the interest of Purchaser herein, Purchaser may pay the same and credit the same upon the next maturing instalment or instalments becoming due hereunder.

11. REPRESENTATIONS BY SELLER: Purchaser certifies that this contract of sale is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof; that all prior negotiations, representations of fact or opinion, or agreements relating to said property made by Seller or Seller's agent upon which Purchaser is relying have been reduced to writing and are included in this agreement or in other instruments executed contemporaneously herewith, and if not so reduced to writing are expressly waived by Purchaser, which waiver is a material part of the consideration for the execution of this contract by Seller; and that Purchaser takes said property and the improvements thereon in the condition existing at the time of this agreement.

12. IMPROVEMENTS: Purchaser agrees that all improvements now located on or which shall hereafter be placed on the premises shall remain a part of the real property and shall be subject to the lien of this contract for the performance thereof and shall not be removed at any time prior to the expiration of this agreement without the written consent of the Seller.

13. PERFORMANCE AND DEFAULT: In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and specific performance being of the essence, Seller shall, at their option, subject to the requirements of notice as herein provided, have the following rights.

(a) Declare this agreement null and void and of no further force or effect and repossess said premises and in such case all sums theretofore paid hereunder shall be deemed liquidated rental for the use of said premises and no recovery shall be had on account thereof; or

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(b) Declare the entire unpaid balance of this contract immediately due and payable and in the event Seller makes this election, Seller may pursue whatever remedies, legal or equitable, that are available to collect the entire unpaid balance of the purchase price; or

(c) Foreclose this contract by suit in equity; or

(d) Pursue any other legal or equitable remedies available to Seller.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract until notice of said default has been given by Seller to Purchaser and Purchaser shall have failed to remedy said default within twenty (20) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice to Purchaser at his last known residence address.

Waiver of default in any one or more instances shall not be considered a continuing waiver or a bar to declaration of forfeiture in case of subsequent default.

14. COLLECTION COSTS AND ATTORNEY'S FEES: If this contract is placed in the hands of an attorney for collection, and Purchaser shall then be in default hereunder, the Purchaser promises and agrees to pay the reasonable collection costs of the Seller herein; in case suit or action shall be instituted on account of this agreement or any provision or provisions hereof, the prevailing party shall recover (1) reasonable attorney's fees to be fixed by the trial court, and (2) if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court for the prevailing party's reasonable attorney's fees in the appellate court, and (3) all reasonable costs incurred by the Seller for title reports and title search.

15. INTEREST OF RESPECTIVE PARTIES: This agreement shall inure to the benefit of and bind the parties hereto and their respective lawful heirs, executors, administrators and assigns. The interest of the Purchaser between themselves in and to this contract of sale and said premises shall be as tenants by the entirety with the right of survivorship.

16. USAGE OF TERMS: The paragraph headings used herein are for convenience only and shall not be resorted to for interpretation of this agreement. Whenever the context so requires the masculine shall include the feminine and neuter and the plural shall include the singular and the singular the plural.

SELLER

EXECUTED February 16, 1974

Darrel E. Wing
Darrel E. Wing
Brenda H. Wing
Brenda H. Wing

EXECUTED February 16, 1974

Robert E. Montgomery
Robert E. Montgomery
Adeline M. Montgomery
Adeline M. Montgomery

PURCHASER

EXECUTED February 13, 1974

William Dipp
William Dipp
Imogene Dipp
Imogene Dipp

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STATE OF OREGON, County of _____) ss. February _____, 1974

Personally appeared the above named DARREL E. WING and BEULAH H. WING, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: _____
Notary Public for Oregon

My Commission Expires: _____

STATE OF OREGON, County of _____) ss. February _____, 1974

Personally appeared the above named ROBERT E. MONTGOMERY and ADELINE M. MONTGOMERY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: _____
Notary Public for Oregon

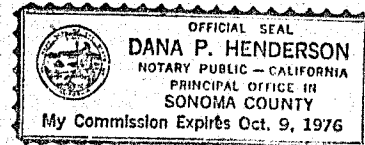
My Commission Expires: _____

STATE OF CALIFORNIA, County of Sonoma) ss. February 13, 1974

Personally appeared the above named WILLIAM DIPP and IMOGENE DIPP, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Dana P. Henderson
Notary Public for California

My Commission Expires: 10-9-76



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of WILLIAM DIPP
this 21st day of AUGUST 1974 at 11:30 o'clock A.M., and

duly recorded in Vol. M 71, of MISCELLANEOUS on Page 10186

FEE \$ 8.00

Wm. D. Milne, County Clerk
By Mary L. Lindsay

Return to
Mr. & Mrs. William Dipp
2007 Dennis Lane
Santa Rosa, CA 95401

Tax Stmts sent to
Mr. & Mrs. William Dipp
Same address