

93252

A G R E E M E N T

Vol. 774 Page 12520

THIS AGREEMENT, made this 10 day of September, 1974, by and between RICHARD C. BEESLEY and RUTH I. BEESLEY, hereinafter called First Party, and MARGARET MARY WHITE, hereinafter called Second Party;

WITNESSETH:

WHEREAS, First Party has heretofore entered into an agreement dated the 18th day of December, 1967 with Fred Winebarger and Lorene Winebarger concerning the following described real property, to-wit:

Lot 1 of Block 2 of HODGES ADDITION to the Town of Merrill, Oregon, according to the duly recorded plat thereof on file in the office of the County Clerk of Klamath County, Oregon

and;

WHEREAS, First Party is desirous of assigning their interest in and to said agreement; and

WHEREAS, the said Second Party is desirous of acquiring the same;

NOW, THEREFORE, in consideration of the sum of \$4,500.00 to them in hand paid, the First Party does hereby assign all their interest, right and title in and to said agreement, a copy of which is attached hereto, and by this reference made a part hereof, and the said Second Party does hereby assume and agree to make all payments and discharge all obligations set forth in said agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

LAW OFFICES
BEESLEY & KNUTSON, P.C.
121 SOUTH 4TH STREET
KLAMATH FALLS, OR. 97601
(503) 882-4831

AGREEMENT - 1

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AGREEMENT

FIRST PARTY:

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Richard C. Beesley
Richard C. Beesley
Ruth I. Beesley
Ruth I. Beesley

SECOND PARTY:

Margaret Mary White
Margaret Mary White

11 STATE OF OREGON)
12) ss. September 16, 1974
13 County of KLAMATH)

14 Personally appeared Richard C. Beesley and Margaret
15 Mary White and acknowledged to me that they executed the fore-
16 going of their own voluntary act and deed.

17 Before Me: Paula M. Braden
18 Notary Public for Oregon
19 My Commission expires: 9-2-75

20 STATE OF OREGON)
21) ss.
22 County of KLAMATH)

23 On this 10 day of September, 1974, personally appeared
24 Richard C. Beesley who, being duly sworn, did say that he is the
25 attorney in fact for Ruth I. Beesley and that he executed the
26 foregoing instrument by authority of and in behalf of said prin-
27 cipal; and he acknowledged said instrument to be the act and deed
28 of said principal.

29 Before me: Paula M. Braden
30 Notary Public for Oregon
31 My Commission expires: 9-2-75

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AGREEMENT

THIS AGREEMENT entered into this 18th day of December, 1967, by and between ERNE WINEPARCHER and LORENE WINEPARCHER, husband and wife, hereinafter called "first parties", and RICHARD C. BENSLEY and BETH E. BENSLEY, husband and wife, hereinafter called "second parties,"

WITNESSETH:

That in consideration of the mutual promises, stipulations, and covenants to be made and kept by both parties to this agreement, it is hereby mutually promised and agreed:

1. That first parties shall cause to be transferred and deeded to second parties that certain real property located in Klamath County, Oregon, and described as follows:

Lot 1 of Block 2 of HODGES ADDITION to the town of Merrill, Oregon, according to the plat recorded plot thereof on file in the office of the County Clerk of Klamath County, Oregon.

together with that certain 1967 - 43' x 20' Helmer trailer house situated on said premises, including all furnishings and appliances located therein.

2. That first parties shall retain a life estate in said real and personal property in the names of ERNE WINEPARCHER and/or LORENE WINEPARCHER.

3. That first parties shall have the use and benefit of said real and personal property and premises, as well as the rents, issues and profits therefrom, for the rest of first parties' lives, or so long as either of said first parties shall survive. It is specifically agreed that in the event the premises are rented or leased at any time to any person or persons, that all such rents and profits shall be the property of first parties, or the survivor

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4. That second parties shall pay all taxes, insurance, and assessments to be levied or charged against said property.

5. It is agreed that the trailer house, furnishings and frame structure situated on the premises (carnot) will be insured against loss by fire with extended coverage for full value, and that the proceeds of the insurance, in case of loss, will be used to repair or reconstruct, and if necessary, to replace the trailer house or furnishings, and in case of a problem arising by reason of the destruction of the trailer house because of zoning regulations, so that the trailer house cannot be replaced and put back on the premises, the parties will first seek to prevail upon the local authorities to permit the trailer house to be replaced and occupied; and failing this, it is agreed that the parties will invest the proceeds of the insurance policy in a dwelling that will comply with the zoning restrictions upon the premises, in which case if the construction of a small dwelling of equal facility should cost more than the proceeds from the loss of the trailer, this additional cost would be borne by the second parties. It is provided that the second parties, as an alternative of this last proposition, may elect to furnish to the first parties a different location for the trailer house replacement, with adequate sewer disposal and utility connections, as a substitute for the present location, such substituted trailer house to be the subject matter of this agreement.

6. Notwithstanding any of the provisions set forth herein, the first parties shall remain liable and shall revert to the first parties if the second parties shall fail to comply with any of the terms of this contract, provided however,

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the Court
or action.
This ag
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Notarized

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that their failure to comply with any of the provisions herein must be adequately called to the attention of the second parties, and that the second parties then have a reasonable time within which to comply with their obligation, depending upon what sort of a breach of agreement or problem is involved.

7. It is the intent of these parties that the first parties are retiring and want to use these facilities for their own personal enjoyment for the rest of their lives without any cost to them, and that they use the proceeds of any insurance paid for the loss of these facilities to carry out this purpose, and that these facilities will belong free and clear to the second parties thereafter. It is agreed that in case of dispute which the parties are unable to resolve, the matter will be arbitrated so that all parties will be treated fairly in accordance with the spirit of this agreement. Particularly in case of some unforeseen event or circumstance, in which case the first parties will appoint an arbitrator and the second parties will appoint an arbitrator and these two arbitrators will appoint a third arbitrator and the decision of the three arbitrators in any such dispute will be fully binding upon the parties. The arbitrators will be from Klamath County, Oregon.

8. In case suit or action is brought upon this Agreement, or in any proceedings to enforce the decision of the arbitrators, the prevailing parties shall recover such costs as the court seems reasonable as an attorney's fee in such suit or action.

This agreement shall be binding upon the heirs, executors, administrators and assigns of the parties.

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IN WITNESS WHEREOF, the parties hereto have hereunto
set their hands and seals this 16th day of December, 1967.

Fred Winebarger
Lorene Winebarger
First parties

Ruth L. Beesley
Second parties

Ruth L. Beesley
by Richard C. Beesley her husband

STATE OF OREGON)
COUNTY OF KLAMATH) ss

Subscribed, 1967

Personally appeared the above named FRED WINEBARGER
and LORENE WINEBARGER, husband and wife, and acknowledged the
foregoing instrument to be their voluntary act and deed.

Before me:

James L. Beesley
Notary Public for Oregon
My commission expires 1/16/70

STATE OF OREGON)
COUNTY OF KLAMATH) ss

Subscribed, 1967

Personally appeared the above named RICHARD C. BEESLEY
and RUTH L. BEESLEY, husband and wife, and acknowledged the fore-
going instrument to be their voluntary act and deed.

Before me:

James L. Beesley
Notary Public for Oregon
My commission expires 1/16/70

STATE OF OREGON)
County of Klamath) ss.

Personally appeared Richard C. Beesley who, being duly
sworn, did say that he is the attorney in fact for Ruth L. Beesley
and that he executed the foregoing instrument by authority of one
in behalf of said principal, and he acknowledged said instrument
to be the act and deed of said principal.

James L. Beesley
Notary Public for Oregon
My commission expires 1/16/70

Attachment - page 4

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of BEESLEY AND KNUTSON

this 24th day of SEPTEMBER A.D., 19 74 at 10:22 o'clock A. M., and duly recorded in
Vol. M-74, of DEEDS on Page 12520

Ret. BEESLEY & KNUTSON Fee \$12.00
121 SOUTH GIL ST.
KLAMATH FALLS, OREG.

WM. D. MILNE, County Clerk
By Chapman L. Vastina Deputy

STATE OF OREGON; COUNTY OF KLAMATH
Filed for record at request of
this 24th day of SEPTEMBER
Vol. M-74 of DEEDS

Any recording return to:
P.O. Box 94
Merrell, Ore.
Until a change is required
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