

This Agreement, made and entered into this 1st day of June, 1975, by and between  
DONALD EDWARD JOHNSON and MURTEL ANNETTA JOHNSON, husband and wife,

hereinafter called the vendor, and

VERNON O. CROSS and DELMA P. CROSS, husband and wife, and  
JAMES E. CROSS and JUDY I. CROSS, husband and wife,  
hereinafter called the vendee.

# WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the  
vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

A tract of land situate in Section 33, Township 39 South, Range 9 East of the Willa-  
mette Meridian, more particularly described as follows:

Beginning at an iron pipe in the fence line along the East 1/16th line of Section  
33, Township 39 South, Range 9 E. W. M., from which the Northwest corner of Section  
33, Township 39 South, Range 9 E. W. M., bears North 75°10'43" West 4119.43 feet dis-  
tant; thence along a fence line North 41°10' West 506.8 feet; thence South 89°14'20"  
West 1796.60 feet; thence South 10°50' West 342.55 feet; thence South 0°47' East  
290.60 feet; thence South 89°13' West 1292.76 feet; thence South 18°59' East 640.20  
feet; thence South 40°11' East 387.80 feet; thence South 27°58'20" East 704.35 feet;  
thence South 82°57'20" East 831.95 feet; thence South 32°08'20" East 633.45 feet;  
thence South 70°52'40" East 384.80 feet; thence South 20°04'40" East 363.00 feet,  
more or less, to the South 1/16th line of said Section 33; thence along said South  
1/16th line South 89°48'40" East 1052.00 feet to the fence line along the East 1/16th  
line of said Section 33; thence North 0°10' West along said fence line 2918.68 feet,  
more or less, to the point of beginning.

Together With a non-exclusive, perpetual easement at two locations to install or  
maintain pumps in the U.S.R.S. C-4 and C-4K Laterals and to operate the same and  
conduct water therefrom over adjoining lands of the above-described premises as  
set forth in Deed recorded in Vol. M74 at page 9920.

SUBJECT TO: Acreage and use limitations under provisions of United States Statutes  
and regulations issued thereunder; Liens and assessments of Klamath Project and  
Klamath Irrigation District, and regulations, easements, contracts, water and irri-  
gation rights in connection therewith; Rules, regulations, liens, assessments, con-  
tracts, rights of way, easements, and any and all obligations created or imposed  
upon or affecting said premises by the Klamath Basin Improvement District, a cor-  
poration; Any unpaid charges or assessments of Klamath Basin Improvement District;  
Easements and rights of way of record and those apparent on the land, if any; and  
also subject to a Mortgage to The Federal Land Bank of Spokane, recorded August 14,  
1974, in Mortgage Volume M74 at page 9921, Microfilm Records of Klamath County,  
Oregon, which said Mortgage vendees DO NOT assume and vendors covenant and agree  
to hold them harmless therefrom.

(NOTE: The above property has been granted special assessments for farm use, and  
when same is terminated it will be subject to additional ad valorem tax.)

This sale includes the following described personal property:

- 2 - 1/4-mile Hand Lines
- 2 - 1/4-mile Wheel Lines, approximately 3/4 mile Main Line, including underground line and 4" Main Line
- 2 - 50 H.P. Electric Turbine Irrigation Pumps with Switch Panels
- Misc. 4" Sprinkler Pipe and related valves and fittings

Said personal property will not be secured by the lien of this contract and vendors will, on the execution hereof, deliver to vendees a bill of sale for the same;

at and for a price of \$ 150,000.00 , payable as follows, to-wit: (of which \$143,000.00 is attributable to real property and \$7,000.00 is attributable to personal property)

\$ 30,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 120,000.00 with interest at the rate of 7½ % per annum from June 1, 1975, payable in installments of not less than \$ 10,766.40 per year inclusive of interest, the first installment to be paid on the 15th day of March , 19 76 , and a further installment on the 15th day of every March thereafter until the full balance and interest are paid.

All or any portion may be prepaid without penalty.

Vendors agree to assist vendees in obtaining an easement for ingress and egress across the adjoining property belonging to California Scott Taylor, which said easement shall be appurtenant to the above-described real property.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the Town & Country Branch, U. S. National Bank,

at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereinafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and ~~that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$ with loss payable to the parties as their respective interests may appear, and policy or policies of insurance to be held~~ that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property immediately.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above stated,

EXCEPT said mortgage, which vendee assumes and will place said deed and purchasers' policy of title insurance in sum of \$143,000.00 covering said real property,

together with one of these agreements in escrow at the Town & Country Branch, U. S. National Bank, at Klamath Falls, Oregon



and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee 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 premises aforesaid shall revert and re-vest 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.

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, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

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

*Donald Edward Johnson*  
Donald Edward Johnson  
*Muriel Annetta Johnson*  
Muriel Annetta Johnson  
*Vernon O. Cross*  
Vernon O. Cross  
*Delma P. Cross*  
Delma P. Cross  
*James E. Cross*  
James E. Cross  
*Judy I. Cross*  
Judy I. Cross

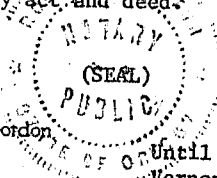
STATE OF OREGON )  
County of Klamath ) SS

June 2nd, 1975

Personally appeared the above-named Donald Edward Johnson and Muriel Annetta Johnson, husband and wife, and Vernon O. Cross and Delma P. Cross, husband and wife, and James E. Cross and Judy I. Cross, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

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



*Robert L. Hart*  
Notary Public for Oregon  
My Commission Expires: 8-9-76

Until a change is requested, mail all tax statements to  
Vernon O. Cross, Box 466, Dorris, California 96023

Return to: Am. S. Nicholson & Co. - 323 Main St.

6169

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLANATH COUNTY TITLE CO

this 3rd day of JUNE A. D. 1975 at 12:30 o'clock P.M., and

duly recorded in Vol. M 75, of MORTGAGES on Page 6166

FEE \$ 8.00

Wm D. MILNE, County Clerk

By *Harold W. Wagle*

