

A 26317 5841 12373
This Agreement, made and entered into this 25th day of September, 1975 by and between
RICHARD KEITH SMITH,
hereinafter called the vendor, and HENRY F. JARRARD and DOROTHY Z. JARRARD,
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:

as described on Exhibit A hereto attached and
made a part hereof by this reference,

and subject to the incumbrances set forth on
said Exhibit A,

at and for a price of \$ 34,500.00 , payable as follows, to-wit:

\$ 9000.00 at the time of the execution
of this agreement, the receipt of which is hereby acknowledged; \$ 25,500.00 with interest at the rate of 8 1/2 %
per annum from October 1, 1975 payable in installments of not less than \$2500.00 per
annum inclusive of interest, the first installment to be paid on the 1st day of October
1976 and a further installment on the 1st day of every October thereafter until the full balance and interest
are paid, it being agreed that interest is payable annually with install-
ments of principal and included therein. Vendees may prepay all or
any part of the unpaid balance at any time, without penalty, after
January 1, 1978, it being agreed that no prepayment may be paid
prior to said January 1, 1978.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the
Town & Country Branch of United States 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 hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and

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 rights of the vendor in and to said property. Vendee shall be entitled to
the possession of said property on or before October 1, 1975.

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 those set forth
on Exhibit A hereof,

which vendee assumes, and will place said deed, together with Purchasers' Policy of
Title Insurance,
together with one of these agreements in escrow at the Town & Country Branch of United States
National Bank of Oregon,

at Klamath Falls, Oregon, and shall enter into written escrow
instruction in form satisfactory to said escrow holder, instructing said escrow 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.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event 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 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 vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest 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 provisions 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.

Henry J. Garrard
Anthony J. Garrard
Richard Keith Smith

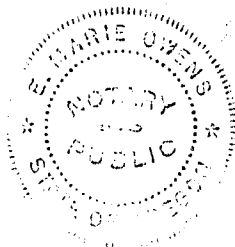
STATE OF OREGON

County of Klamath

SS September 29, 1975

Personally appeared the within named Richard Keith Smith and acknowledged he foregoing instrument to be his voluntary act and deed. Before me:

E. Marie Owens
 Notary Public for Oregon
 My Commission expires: 1/29/75



/Witnessed/this/29th/day/of/September/1975/at/Klamath/Falls/Oregon/

William P. Brandsness

WILLIAM P. BRANDSNESS
 ATTORNEY AT LAW
 411 PINE STREET
 KLAMATH FALLS, OREGON 97601
 TELEPHONE 503/882-6616

Richard Keith Smith -
Henry F. Jarrard, et ux Contract

EXHIBIT A

The following described real property situate in Klamath County, Oregon:

The SE 1/4 NE 1/4 and NE 1/4 SE 1/4 of Section 23, Township 39 South, Range 9 East of the Willamette Meridian, lying southerly of the Great Northern Railroad right of way.

SAVING AND EXCEPTING the following portion in the NE 1/4 SE 1/4 as follows: Beginning at the Southwest corner of the NE 1/4 SE 1/4 of Section 23, Township 39 South, Range 9 East of the Willamette Meridian in Klamath County, Oregon, which point of beginning is marked by the intersection of old fence lines with the center line of the Homedale-Dixon County Road; thence North along the center line of said county road a distance of 145 feet; thence North 89°47' East, along a line parallel to and 145 feet distant from the south line of the NE 1/4 SE 1/4 of said Section 23, a distance of 300 feet; thence South 145 feet, more or less, to the south line of said NE 1/4 SE 1/4; thence South 89°47' West, along said south line a distance of 300 feet, more or less, to the point of beginning;

ALSO SAVING AND EXCEPTING those portions deeded to Great Northern Railway Company in Deed Book 95, page 479 and Book 97 page 85, Deed Records of Klamath County, Oregon.

SUBJECT TO: Taxes for fiscal year commencing July 1, 1975, which are now a lien but are not yet payable; the assessment roll and the tax roll disclose the above described premises were specially assessed as farm land. If the land has become or becomes disqualified for the special assessment under the statute, an additional tax may be levied for the years since October 5, 1968, in which the land was subject to the special land use assessment; subject to acreage and use limitations under provisions of United States Statutes and regulations issued thereunder; contract and/or lien for irrigation and/or drainage; and to easements and rights of way of record or apparent on the land; and subject to a contract of sale covering said property dated April 4, 1974, in which Aubrey Fleming and Arlene Fleming, husband and wife, were vendors, and above named Richard Keith Smith is Vendee, which contract is not assumed by vendees herein but will be paid as the same becomes due by above-named Vendor, and if vendor should fail, refuse or neglect to pay said contract payments as they become due, or any of them, vendees may do so and the amounts so paid by vendees shall be credited to the unpaid balance due hereunder.

After recording return:
Owens, Bruce Realtor
520 Klamath Avenue
Klamath Falls, OR 97601

Send Tax Statements to:
Henry F. Jarrard
Rt. 1 Box 552 Homedale Rd.
Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at _____

this 7th day of OCTOBER A.D. 1975 at _____

duly recorded in Vol. M 75 of DEEDS _____

FEE \$ 9.00

By *Hazel Brazil*
Hazel Brazil, County Clerk