

WITNESSETH

All that certain real property more particularly set forth on Exhibit "A" which is attached hereto and by this reference made a part hereof.

The purchase price thereof shall be the sum of \$ 27,000.00 , payable as follows: \$ 7,800.00 upon the execution hereof; the balance of \$19,200.00 shall be paid in monthly installments of \$ 150.00 including interest at the rate of 7 % per annum on the unpaid balances, the first such installment to be paid on the 1st day of February , 19 76, and a further and like installment to be paid on or before the 1st day of every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

It is mutually agreed as follows:

1. Interest as aforesaid shall commence from 12/ 23 /75 ; Buyer shall be entitled to possession of the property as of December 23, 1975

2. After April 1, 1976, Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment;

3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, purported liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of December 23, 1975... and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor;

4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss, all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession;

5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller;

6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at First Federal Savings & Loan Ass'n, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller:

7. Until a change is requested, all tax statements shall be sent to the following address:
 Ross & Jeanne Cariaga
 1158 Maple Street
 Klamath Falls, Oregon 97601

8. Purchasers decline to disclose the intended use of the above subject property and assume the responsibility of appropriate compliance by them of all laws of the State of Oregon and/or Klamath County, Oregon relating to subsurface disposal of sewage.

9. Purchasers agree to purchase the subject property subject to the present access thereto, it being understood that there is presently no recorded access to the subject property.

10. Buyers shall furnish Sellers proof of payment of real property taxes upon payment thereof.

PROVIDED, FURTHER, that in case Buyer 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 Seller 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 Buyer derived under this agreement shall utterly cease and terminate, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer 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 Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

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

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

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

✓ Donald L. Kettler Seller
✓ Elsie S. Kettler Buyer
Joanne Cariaga

STATE OF OREGON, County of Croos) ss. December 20, 19 75

Personally appeared the above named DONALD L. KETTLER and ELSIE S. KETTLER,
husband and wife,
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Ara E. Shedy
Notary Public for Oregon
My Commission expires: 4-14-76

STATE OF OREGON)
County of KLAMATH) ss. DECEMBER 23, 19 75

Personally appeared the above named ROSS CARIAGA and JEANNE
CARIAGA, husband and wife,
and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Paula McMillan
Notary Public for Oregon
My Commission expires: 3 25 77

EXHIBIT "A"

PARCEL 1: Lot 7 in Section 12, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, less 50 feet off the North end or side of said lot extending from the East shore line of Upper Klamath Lake, Easterly to the Northeast corner of said lot, excepting therefrom any portion lying within the platted subdivision of SUNSET BEACH.

PARCEL 2: Beginning at the South one-quarter ($\frac{1}{4}$) corner of Section 12, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, which is the point of beginning; thence North $0^{\circ} 09'$ East 1306.9 feet to a point which point is the NW corner of the $SE\frac{1}{4}$ of Section 12; thence Southeasterly 1462.0 feet more or less to a point on the South line of Section 12; thence North $89^{\circ} 54\frac{1}{2}'$ West 662.82 feet along the South Section line of Section 12 to the point of beginning.

PARCEL 3: Beginning at the iron pin which marks the Northeast corner of Lot 2, in Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, which point is also the Northwest corner of Terminal City and running thence; South $0^{\circ} 04'$ East along the Township line a distance of 818 feet to an iron pin which marks the intersection of the Southerly right-of-way line of Center Street in Terminal City extended Westerly and the Township line; thence North $38^{\circ} 01'$ West, a distance of 140.95 feet to an iron pin; thence North $53^{\circ} 02'$ West a distance of 277.08 feet to an iron pin; thence North $61^{\circ} 27'$ West a distance of 599.66 feet to an iron pin which lies South at right angles 250 feet from the North line of Lot 2 in Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, thence West parallel to the North line of Lot 2, in Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, to the Southeast corner of SUNSET BEACH, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon; thence running Northerly and Northwesterly along the Easterly and Northeastly lines of said plat of SUNSET BEACH, to the North line of Government Lot 1 in said Township and Range; thence East along said North line to the Northwest corner of that certain parcel conveyed to D. T. Matthews, et ux, by Bargain Sale Deed recorded October 7, 1969 in Volume M69, page 8552, Microfilm Records of Klamath County, Oregon; thence Southeasterly along the Westerly line of said Matthews parcel 1517.0 feet more or less to the most Southerly corner thereof; thence North along the Easterly line of said Matthews parcel to the North line of Government Lot 2 in said Township and Range; thence East along said North line of Lot 2 to the point of beginning.

EXCEPTING THEREFROM a tract of land situate in the $SE\frac{1}{4}$ $NE\frac{1}{4}$ of Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the iron pipe marking the NE corner of the $SE\frac{1}{4}$ $NE\frac{1}{4}$ of Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence South $0^{\circ} 04'$ East along the Section line 818.0 feet to the iron pin marking the NE corner of that parcel described in Klamath County deed records Volume 339, page 484; thence North $38^{\circ} 01'$ West 140.95 feet to an iron pin; thence North $53^{\circ} 13'$ West 171.0 feet to an iron pin; thence North $29^{\circ} 48'$ East 362.23 feet to an iron pin; thence North $8^{\circ} 26'$ East 293.50 feet more or less to the point of beginning.

FURTHER EXCEPTING THEREFROM a tract of land situated in Government Lot 2, Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows: Beginning at the iron pin marking the NE corner of Government Lot 2, Section 13, Township 38 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; thence South $8^{\circ} 26'$ West along the West boundary of that parcel described in Klamath County Deed Records in Volume M68, page 1815, 293.50 feet to an iron pin; thence South $28^{\circ} 48'$ West, 362.23 feet to an iron pin marking the SW corner of that parcel described in Klamath County Deed Records in Volume M68, page 1815; thence North $53^{\circ} 13'$ West 106.08 feet to an iron pin; thence North $61^{\circ} 27'$ West 722.02 feet; thence North $80^{\circ} 19'$ West 38.30 feet; thence North 189.63 feet to a point on the North boundary line of said Government Lot 2; thence East along said North boundary line 980.00 feet to the point of beginning.

SUBJECT TO: All future real property taxes and assessments; rights of the public in and to any portion of the herein described property lying within the limits of streets and roads; reservations, restrictions, easements and rights of way of record, and those apparent on the land.

After recording return to:
Mountain Title Company
P.O. Box 5017
Klamath Falls, Oregon 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 23rd day of DEC A.D. 1975 at 2:04 o'clock P.M., and

duly recorded in Vol. M 75, of DEEDS on Page 16086

FEE \$ 9.00

Wm D. MILNE, County Clerk

By Hazel Dugan