

THIS CONTRACT, Made this 16 day of January, 1976, between  
Edward A. Sammel and Patricia W. Sammel, husband and wife  
and Michael R. Johnson, hereinafter called the seller,  
hereinafter called the buyer,

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit: That part of the S $\frac{1}{2}$  N $\frac{1}{2}$  SW $\frac{1}{4}$  lying Easterly and Northerly of the Sprague River and Southwesterly of the Chiloquin-Sprague River Highway in Section 11, Township 35 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. Subject, however, to the following:

1. Rights of the public in and to any portion of the herein described property lying within the limits of roads and highways.
2. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Sprague River.
3. Land Status Report, including the Terms and provisions thereof, recorded November 5, 1958 in Volume 306, page 13, Deed Records of Klamath County, Oregon;

for the sum of Twenty Thousand and No/100ths-----Dollars (\$ 20,000.00 )  
(hereinafter called the purchase price), on account of which Four Thousand and No/100ths-----  
Dollars (\$ 4,000.00 ) is paid on the execution hereof (the receipt of which is hereby acknowledged by the  
seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 16,000.00 ) to the order  
of the seller in monthly payments of not less than TWO HUNDRED TWENTY-SIX AND 19/100THS--  
Dollars (\$ 226.19 ) each, or more.

payable on the 1st day of each month hereafter beginning with the month of March, 1976,  
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time;  
all deferred balances of said purchase price shall bear interest at the rate of 8 per cent per annum from  
February 1, 1976 until paid, interest to be paid monthly and \* being included in  
the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-  
rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is  
(A) primarily for buyer's personal, family, household or agricultural purposes.

The buyer shall be entitled to possession of said lands on February 1, 1976, and may retain such possession so long as  
he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter  
erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's  
and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any  
such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-  
after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become due; that at buyer's expense, he will  
insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount  
full insurable  
not less than \$ value in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as  
their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any  
such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added  
to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to  
the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-  
suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,  
save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when  
said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said  
premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances  
since said date placed, permitted or arising by, through or under seller, excepting, however, the said covenants and restrictions and the taxes, municipal  
liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

\*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is  
a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures;  
for this purpose, use Stevens-ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use  
Stevens-ness Form No. 1307 or similar.

SELLER'S NAME AND ADDRESS		STATE OF OREGON,	
		County of _____ ss.	
BUYER'S NAME AND ADDRESS		I certify that the within instru- ment was received for record on the day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/reel number _____, Record of Deeds of said county.	
After recording return to:		Witness my hand and seal of County affixed.	
NAME, ADDRESS, ZIP		Recording Officer _____ By _____ Deputy	
Until a change is requested all tax statements shall be sent to the following address.			
NAME, ADDRESS, ZIP			

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made, and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$20,000.00. ~~XXXXXX~~  
 In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the 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 the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract so requires, the singular pronoun shall be taken to mean and include the plural, the masculine 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

*Edward A. Sammel*  
 Edward A. Sammel  
*Patricia W. Sammel*  
 Patricia W. Sammel

*Michael R. Johnson*  
 Michael R. Johnson

NOTE—The sentences between the symbols ( ), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, CALIFORNIA } ss.  
 County of VENTURA  
 January 24, 19 76

STATE OF OREGON, County of \_\_\_\_\_, 19 \_\_\_\_\_

Personally appeared the above named  
 Michael R. Johnson

Personally appeared \_\_\_\_\_ and  
 \_\_\_\_\_ who, being duly sworn,  
 each for himself and not one for the other, did say that the former is the  
 president and that the latter is the  
 secretary of \_\_\_\_\_

and acknowledged the foregoing instrument to be his voluntary act and deed.

\_\_\_\_\_ a corporation,  
 and that the seal affixed to the foregoing instrument is the corporate seal  
 of said corporation and that said instrument was signed and sealed in behalf  
 of said corporation by authority of its board of directors; and each of  
 them acknowledged said instrument to be its voluntary act and deed.

Before me: *Walter M. Radon*  
 (OFFICIAL SEAL) California  
 Notary Public for ~~Oregon~~  
 My commission expires 5/15/78

Before me:  
 Notary Public for Oregon  
 My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

Section 4 of Chapter 618, Oregon Laws 1975, provides:  
 "(1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby."  
 "(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

OFFICIAL SEAL  
 WALTER M. RADON  
 Notary Public - California  
 County of Ventura  
 My Commission Expires May 15, 1978  
 2520 Roosevelt Blvd., Oxnard, Calif. 93020

*Re: Mount. Title Co.*  
*taxes: Michael R. Johnson*  
*Naval Mobile Construction*  
*Battalion Four*  
*F.P.O. San Francisco Calif*  
*96601*

FORM NO. 23 — ACKNOWLEDGMENT  
 STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON, CALIFORNIA } ss.  
 County of Santa Clara

BE IT REMEMBERED, That on this 16 day of January, 19 76,  
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
 named Edward A. Sammel and Patricia W. Sammel,  
husband and wife,

known to me to be the identical individual s described in and who executed the within instrument and  
 acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
 my official seal the day and year last above written.

OFFICIAL SEAL  
 NANCY K. BURGER  
 NOTARY PUBLIC - CALIFORNIA  
 PRINCIPAL OFFICE IN  
 SANTA CLARA COUNTY  
 My Commission Expires June 20, 1978

*Nancy K. Burger*  
 Notary Public for Oregon California  
 My Commission expires 6/20/78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 9th day of  
FEBRUARY A.D., 19 76 at 11:39 o'clock A.M., and duly recorded in Vol. M 76,  
 of DEEDS on Page 1801.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *Glazel Oragel* Deputy