

12661

AGREEMENT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, made in triplicate this 6th day of February, 1976,
between GEORGE and DIXIE BLOISE

herein called "Seller", and WARREN J. RUMBROUGH and
LELA L. RUMBROUGH herein called "Buyer":

1. Seller agrees to sell and Buyer agrees to buy the real property situate in the County of
Klamath, State of Oregon, herein referred to as "said land," described as follows:

SEE EXHIBIT A ATTACHED HERETO

as per flat filed for record in the official records of said Klamath County, the 16th day of
May, 1905; subject to all conditions covenants, reservations, restrictions, easements,
rights and rights of way of record.

2. The sale and purchase price for said land is and Buyer agrees to pay the Seller the sum of
Twelve Thousand and No/100 - - - - - Dollars (\$12,000.00). Seller acknowledges
receipt from Buyer of the sum of Four Thousand and No/100 - - - - - Dollars (\$4,000.00)
(cash or personal check) to apply on the purchase price of said land. The balance of the purchase
price, viz., the sum of Eight Thousand and No/100 - - - - - Dollars (\$8,000.00),
together with interest thereon at the rate of 7% per annum on the unpaid balance, shall be paid in
installments of principal and interest of One Hundred and No/100 Dollars - - - - -
(\$100.00), or more, on the 15th
day of each month commencing February 15, 1976

1976 and continuing until said principal and interest have been paid.

Each installment shall be credited first to interest and then to principal, and interest shall thereupon cease upon the principal so
credited. Should default be made in payment of any principal or interest or in the performance of any agreement contained in this agree-
ment, the whole sum of principal and interest shall immediately become due at the option of the Seller herein. The number of years
required to complete payment in accordance with the terms of this contract is 9 years.

3. Buyer shall keep, preserve and maintain said land in good order and condition; shall not commit or permit waste of said land;
and shall comply with all laws, ordinances, regulations, covenants, conditions, restrictions, easements, rights and rights of way relating to
or affecting said land. No unsightly bldgs, autos, etc. Set back 50' on front, 20' on sides.

4. Buyer shall pay at least ten days before the same become delinquent all state, city and county taxes and assessments of whatso-
ever nature which may become due on said land, commencing with taxes for the fiscal year 1976-77. Should Buyer fail to pay any
such taxes, costs, taxes or charges, Seller may do so and any payment made shall be added to and become a part of the debt secured by
this agreement and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to Seller for Buyers breach of this
agreement.

5. No representations, agreements or warranties, whether express or implied, not herein expressly set forth have been made by Seller
to or with Buyer. Buyer acknowledges that no persons had nor have any authority to make any representations, agreements or warranties,
whether express or implied, binding upon Seller not herein expressly set forth and that if any such representations or agreements or war-
ranties were made or given and are not herein expressly set forth, each, every and all thereof are of no force or effect. This agreement is
the only agreement between Seller and Buyer, and all prior or contemporaneous negotiations are merged herein and superseded hereby.

6. Buyer shall not in any manner transfer this agreement or any interest therein or in said land without first obtaining the written
consent of Seller, and no attempted transfer of this agreement or of any interest therein or in said land shall be effective until such written
consent is endorsed on Buyer's copy of this agreement.

7. If Buyer shall fail to pay any sum when due or to perform or observe any of the terms, covenants or conditions of this agreement,
then Seller at its option may declare all of the right, title or estate, interest of Buyer hereunder terminated and thereupon take possession
of said land and Buyer shall have no further right, title or estate, interest, whether legal or equitable, or right of possession in and to said
land, and all rights, estate and interest of Buyer shall cease and terminate, and Seller may retain all sums theretofore paid as liquidated
damages for the breach by Buyer of his obligations hereunder, the parties hereto agreeing that the exact damages caused by such breach
by Buyer are uncertain and difficult of computation.

9. Seller shall not encumber the property in any manner without the written consent of the Buyer.

10. Each of the signed copies hereof shall be deemed a duplicate original and this agreement shall inure to the benefit of and be binding
upon the successors and assigns of each of the parties hereto.

11. Buyer shall fully and exactly pay, perform and observe all of Buyer's obligations hereunder. Time of performance on Buyer's part,
including payment, is of the essence.

12. Seller shall have the right at all reasonable times to inspect said land and Buyer shall allow Seller the right to inspect the same
upon Seller's request.

13. All improvements made to or placed on said land by Buyer shall be and become a part of said land.

14. If suit be brought or instituted by Seller to recover any sum whatsoever payable from Buyer to Seller hereunder or to recover said
land or otherwise under this agreement, Buyer shall pay Seller, in addition to all other sums, a reasonable attorney's fee as fixed by the court.

15. Any notice to Buyer may be given to Buyer at the address hereinafter set forth. Any notice and all payments to Seller shall be
given to Seller at its address as follows: Buyer will be notified of any change in Seller's
address.

Any and all notices or demands provided or permitted hereunder shall be in writing and shall be served either personally or by ordinary mail,
postage prepaid.

16. Buyer acknowledges that he has received and read a signed copy of this agreement.

17. Upon the payment in full by Buyer of all sums due hereunder and the surrender to Seller of Buyer's copy of this agreement for
cancellation, Seller shall, within thirty days thereafter, execute and deliver to Buyer a Bargain and Sale Deed conveying title to said land
to Buyer subject to all matters now of record, all matters specified in this agreement and all matters done, made or suffered by Buyer.
Seller shall furnish to Buyer a policy of title insurance, or valid abstract of title, issued by a reliable company qualified to do business
in the State of Oregon showing title to said property vested in Buyer free from all liens and encumbrances except those hereinafter specified
and those done, made or suffered by Buyer.

18. Buyer shall receive his pro-rata share of profits from any successful
and producing well (Geothermal).

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

By Warren J. Rumbrough
By Lela L. Rumbrough
Buyer

575 San Pedro
Morgan Hill, California
Address of Buyer

By George Bloise
By Dixie Bloise
Seller

5548

EXHIBIT 'A'

Beginning at a point 2665 feet East from the corner of Sections 9, 10, 15, 16, on North section line of Section 16, Township 11 South, Range 12 East, T7N; thence East on said line 1777 feet to a point; thence South 660 feet to a point; thence East 1777 feet to a point; thence North 660 feet to the point of beginning.

Or Blocks 2, 9, 10, 11, 12, 13, 14, and Lots 1 through 31 of Block 15, and North 12 feet of Blocks 31, 32, 33 and Lots 1 through 12 of Block 15, and North 12 feet of Blocks 31, 32, 33 and Lots 1 through 12 of Block 30 of Whiteland City, a platted subdivision of Klamath County, Oregon; with all streets and alleys adjoining said Blocks.

SUBJECT TO: Rights of the public in and to any portion of the herein described property lying within the limits of streets and roads.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

For record at request of DONALD M. RATLIFF ATTY
THIS 16th day of APRIL A.D. 1976 at 12:41 o'clock P.M. and
 duly recorded in Vol. M 76 of DEEDS on Page 5547

FEE \$ 6.00

Wm D. Hill, County Clerk

By Hazel Craig

Rev:-
Donald M Ratliff
my atty in law
97433-