

## CONTRACT

38-10770

THIS CONTRACT, made this 30th day of April, 1976  
WINIFRED L. EMMICH, 1931 El Arbolita Drive, Glendale, California, 91208,  
hereinafter called the Seller and EDWARD J. PULASKI, 410 "A" Street,  
San Diego, California, 92101, hereinafter called the Purchaser,  
singular to mean the plural.

## WITNESSETH:

That in consideration of the mutual covenants and agreements  
herein contained, the Seller agrees to sell unto the Purchaser and  
the Purchaser agrees to purchase from the Seller all of the following  
described lands and premises situated in Klamath County, State of  
Oregon, to-wit: 270 acres more or less.

As described in Exhibit A attached hereto and made  
a part herein and as shown on maps marked Exhibit B  
attached hereto and made a part herein.

SUBJECT TO: Exceptions listed in the Transamerican  
Title Insurance Co. Preliminary Report No. 38-10770  
dated May 13, 1976, a copy of which is  
attached hereto and made a part of this Contract  
and marked Exhibit C.

SUBJECT TO: County and State Sanitation Laws;  
irrigation easements over and across the property  
herein conveyed.

That in consideration of this sale by Seller to Purchaser,  
the Purchaser agrees to and with the Seller as follows:

1. Payments: The full purchase price which Purchaser  
agrees to pay for the foregoing described property is the sum of  
ONE HUNDRED EIGHT THOUSAND and NO/100ths DOLLARS (\$108,000.00)  
SIX THOUSAND and NO/100ths DOLLARS (\$6,000.00) received, and  
TWELVE THOUSAND and NO/100ths DOLLARS (\$12,000.00) evidenced by two (2)  
notes, copies of which are attached hereto and made a part hereof,  
marked Exhibits D & E, and the balance in the amount of NINETY  
THOUSAND and NO/100ths DOLLARS (\$90,000.00) shall be paid by Purchaser  
to Seller as follows:

One payment of \$6,000.00 on or before May 2nd, 1976,  
and one payment of \$6,000.00 on or before July 2nd,  
1976 and payment of not less than \$809.10 each month  
including interest on the deferred balances at the rate  
of SEVEN PERCENT (7%) per annum. Interest shall begin  
and accrue as of May 2nd, 1976. The first monthly pay-  
ment shall be made on or before June 2nd, 1976, and like  
payments shall be made on or before the 2nd day of each  
and every month thereafter. The entire amount due and  
payable May 2nd, 1986.

All payments required herein shall be made to the Western Bank, Klamath Falls Branch, 421 So. 7th St., Box 1149, Klamath Falls, Oregon, or such other escrow as the parties may agree. Payments shall be applied first to accrued interest and then to principal. Purchaser shall have the right to pay additional payments on this Contract at any time, and in addition to the foregoing payments may pay any or all sums due and owing on this Contract, together with accrued interest at the time of pay-off, at any time without notice and without penalty. Payments are to be credited to purchaser's balance and bank is then to pay same to Louis L. and Nona B. Hagelstein as credit to Seller's balance with them, until paid.

2. Deed and Title Insurance: Upon execution of this Agreement, the parties shall place in escrow the original of this Contract.

Seller shall deliver to Purchaser at Seller's expense Title Insurance Policy subject to exceptions as set forth hereinabove, the general Title Insurance Policy exceptions, this Contract and the buildings and other restrictions and easements now of record, if any.

Seller shall place in escrow a Deed which shall convey the above described real property, in fee simple, unto Purchaser, free and clear of all encumbrances since this date placed, permitted or arising by, through or under the Seller, excepting taxes, municipal liens, water, rents, and public charges which Purchaser herewith assumes and further excepting all liens and encumbrances which are created or which hereafter may be created by Purchaser, their heirs, successors and assigns. Said Warranty Deed shall be delivered by the escrow agent to Purchaser upon full payment of the purchase price, including interest, as hereinabove required and provided.

3. Taxes, Adjustment and Possession: Seller shall pay the 1st quarter 1976-77 taxes and Purchaser shall hereafter pay all taxes and maintain, at their own expense, insurance coverage on the buildings now on the property or erected thereon in the future.



All tax statements regarding any matter subject to this Contract shall be hereafter sent to Purchaser.

Purchaser shall take possession of the above property on March 1st, 1976 and shall retain the same for so long as he performs the covenants and agreements herein contained and are not in default under the terms of this Agreement.

Irrigation. Purchaser agrees to pay his pro-rata share of cost of the irrigation system of which he will have an undivided 1/4 interest, as long as he will pay Lewis L. Hagelstein or his designees his pro-rata share of the maintenance and operation costs of said 100 h.p. pump, pipe, ditches and reservoirs, and Lewis L. Hagelstein and Nona B. Hagelstein reserve an undivided 1/2 interest to same for Hagelsteins and Hagelstein's successors, and a like reservation of an undivided 1/4 interest is reserved for Seller or her successors.

4. Purchaser's clause: Purchaser is entering this agreement upon the basis of his own examination, knowledge and opinion as to the value and condition of the property subject hereof. Purchaser acknowledges that Seller has made no agreement or promise to alter, repair or improve the property or any part thereof. Purchaser further agrees to take the property as it is, subject to latent or patent defects now present or arising in the future or arising by reason of existing or future conditions.

Purchaser herewith states that he is acquiring the property for the purpose of using the same as it has been used by the Seller herein, in the past, however, Purchaser has the right to change its use providing irrigation is not impaired.

Purchaser shall not permit any liens to be filed against the property for repairs, improvements, materials and labor and shall pay promptly when the same become due all indebtedness incurred by these acts, which might create a lien against the property; purchaser shall take good care of the premises and any improvements thereon and not permit or commit any strip or waste thereon and shall keep the property in as good repair as the same is now and during the life of this Contract.

Purchaser agrees to pay all Federal, State, County, City of Municipal liens, taxes and assessments and other charges or encumbrances of every nature hereinafter imposed against or upon the property or creating a lien against the property of any nature whensoever levied, assessed, charged or accrued after date hereof; Purchaser agrees to abide by and follow all City, County, State and Federal laws applicable thereto; Purchaser agrees to pay promptly before the same become delinquent all taxes, assessments, or other charges on or levied against the property while this agreement remains in force and effect.

It is specifically agreed by and between the parties that time and payments and performance of the sums and the terms of this agreement is of the essence, and in the event that Purchaser shall fail to make the payments as required of them herein, or any of them, punctually, within the time limited therefor or should they fail to keep any agreements on their part required and contained herein, then the Seller, at her option, shall have the right to declare the whole unpaid principal balance of the said purchase price, together with accrued interest thereon at once due, payable and collectible, to declare this contract null and void, and/or to foreclose this Contract by suite in equity; and in any such case, all rights and interests created or then existing in favor of Purchaser herein shall utterly cease and determine, rights of possession and all other rights of Purchaser hereunder shall revert to and revest in said Seller without any act or re-entry or any other act on the part of the Seller and without any right of Purchaser to return, reclamation or compensation for monies paid on account of said purchase price as absolutely, fully and perfectly as if this Contract and such payments had never been made; and in such case, all payments heretofore made on this Contract are to be retained by and belong to Seller as the agreed and reasonable rent of the premises to time of such default. And the Seller, in case of default, by

Purchaser, shall have the right to immediate possession and the right at any time to enter upon the said real property, as aforesaid, without any process of law and take immediate possession thereof, together with all the property subject of this Contract.

None of the enumerated rights herein shall be construed to the prejudice of any other remedies afforded to Seller by law and equity upon default by Purchaser; and it is mutually agreed that failure by Seller, at any time to require performance of Purchaser of any of the provisions hereof shall in no way affect his rights hereunder to enforce the same, nor shall any waiver of any breach of any provision hereof be held to be a waiver of any succeeding breach of any cash provision, or as a waiver of this provision itself.

Before Seller may enforce any rights provided hereunder, she must first give the Purchaser notice at Purchaser's last address as it appears on the records of the escrow agent, by Certified or Registered mail informing Purchaser of the terms of this agreement, that Purchaser has failed to perform and allow Purchaser sixty days (60) in which to correct any default of which Seller complains; however, notwithstanding anything to the contrary contained herein, if Purchaser has failed to make any payments of monies as required of them herein and said failure shall continue for more than sixty days (60) after payment becomes due then Purchaser shall be deemed in default and Seller shall not be obligated to give any notice to Purchaser or any declaration of such default and may proceed to invoke any rights or remedy at law and equity, as provided herein, without any notice whatsoever to Purchaser. Late payments are to bear a penalty as permitted by Law.

All structure, erections, dwellings and other improvements placed on the property, if any, by Purchaser shall become



a part of this property subject to the terms of this Contract. If Seller is made a party to any lawsuit in any Court by reason of any encumbrance, lien, charge or liability created by or suffered by Purchaser, then Purchaser shall be deemed in default hereunder and shall be liable to Seller for all damages, costs, sums and reasonable attorney fees incurred by Seller in participating in any such lawsuit, whether adjusting, settling or defending the same.

6. Seller's Clause: The parties acknowledge that Seller owns the foregoing described property by reason of the Contract described heretofore in the Title Report; and Seller does hereby covenant with and promise to Purchaser that he shall pay and perform the terms and obligations of said Contract and save Purchaser harmless therefrom; provided however, that Purchaser does not default hereunder.

7. Release Clause: Seller shall cause to be released by Deed free and clear <sup>any</sup> ~~the~~ <sup>sequent</sup> ~~southerly~~ 1/4 mile of the herein described property upon payment of \$40,000.00 in good funds, and shall then re-amortise the remaining balance over the remaining term of the contract. *STP* *WBE*

8. Integration: This agreement constitutes the entire agreement of the parties, supersedes all other agreements of the parties, and no other agreement between the parties shall be binding upon any party hereto unless the same be hereafter reduced to writing and signed by all parties.

This agreement shall inure to and be binding upon the heirs, personal representatives, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF the said parties have hereunto set their hands and seals the day and year first above written.

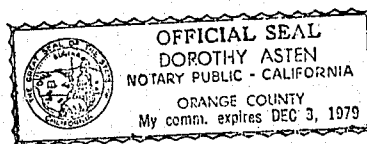
*Eduardo* Purchaser *William G. Gurnish* Seller

7355

STATE OF CALIFORNIA )  
Orange ) ss.  
County of ~~Los Angeles~~

On the 7th day of May 19 76,  
before me, the undersigned personally appeared, Winifred L.  
Emmich, known to me to be the person whose name is subscribed to the  
within instrument, and acknowledged that she executed the same for  
the purpose therein contained.

In witness whereof, I have hereunto set my hand and official  
seal.

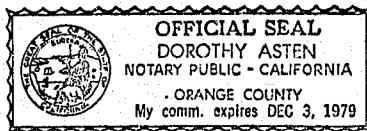


*Dorothy Asten*  
Notary Public for California  
My commission expires 12-3-79  
Dorothy Asten

STATE OF CALIFORNIA )  
County of Orange ) ss.

On the 7th day of May 19 76,  
before me, the undersigned personally appeared, Edward J. Pulaski,  
known to me to be the person whose name is subscribed to the within  
instrument, and acknowledge that he executed the same for the purpose  
therein contained.

In witness whereof, I have hereunto set my hand and official  
seal.



*Dorothy Asten*  
Notary Public for California  
My commission expires 12-3-79  
Dorothy Asten



7356

\$6,000.00 April 30, 1976  
 SIXTY-FIVE (65) DAYS after date, I (or if more than one maker) we jointly and  
 severally promise to pay to the order of Winifred L. Emmich  
 1931 El Arbolita Drive at Glendale, California 91208  
 SIX THOUSAND AND NO/100 \*\*\*\*\* DOLLARS,  
 with interest thereon at the rate of 7 % per annum from this day until paid; interest to be paid  
 semi-annually and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-  
 diately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we  
 promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or  
 an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any  
 appeal therein, is tried, heard or decided.

*Paid 5-7-76  
 Ck# 1574*

FORM No. 216—PROMISSORY NOTE.

STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.

\$6,000.00 April 30, 1976  
 FOUR (4) DAYS after date, I (or if more than one maker) we jointly and  
 severally promise to pay to the order of Winifred L. Emmich  
 1931 El Arbolita Drive at Glendale, California 91208  
 SIX THOUSAND AND NO/100 \*\*\*\*\* DOLLARS,  
 with interest thereon at the rate of 7 % per annum from this day until paid; interest to be paid  
 semi-annually and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-  
 diately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we  
 promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or  
 an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any  
 appeal therein, is tried, heard or decided.

FORM No. 216—PROMISSORY NOTE.

STEVENS-HESS LAW PUB. CO., PORTLAND, ORE.



WINIFRED L. EMMICH  
1931 El Arbolita Dr.  
Glendale, California 91208

7357

May 11, 1976

Transamerica Title Insurance Co.  
600 Main Street  
Klamath Falls, Oregon 97601

Attention: Mr. Doane

Dear Mr. Doane,

You have three (3) sets of contracts Emmich to Pulaski.  
There is an error in the payment schedule to-wit:

"One payment of \$6,000.00 on or before May 2nd,  
1976, and one payment of \$6,000.00 on or before  
July 2nd, 1976 and"

This is a redundancy as the two notes cover these two  
\$6,000.00 payments, furthermore they reflect payment on the  
\$108,000.00 purchase price not on the \$90,000.00 balance.

It is not necessary to change anything however, merely  
attach a copy of this letter to each of the contracts.

Yours very truly,

*Winifred L. Emmich*

Winifred L. Emmich

WLE:bk

*Return to  
Western Bank  
421 So. 7th  
City  
attn: Helen Ford*

RECEIVED

MAY 15 1976

TRANSAMERICA TITLE  
INSURANCE COMPANY

7358

# Exhibit A

The following described real property in Klamath County, Oregon:

In Township 37 South, Range 9 East of the Willamette Meridian:

Section 28: That part of SW $\frac{1}{4}$  that lays West of Old Fort Road,  
That part of SW $\frac{1}{4}$  of NW $\frac{1}{4}$  that lays West of Old Fort  
Road

Section 29: That part of SE $\frac{1}{4}$  that lays East of the Survey Road,  
That part of S $\frac{1}{2}$  of N $\frac{1}{2}$  that lays East of the Survey  
Road.



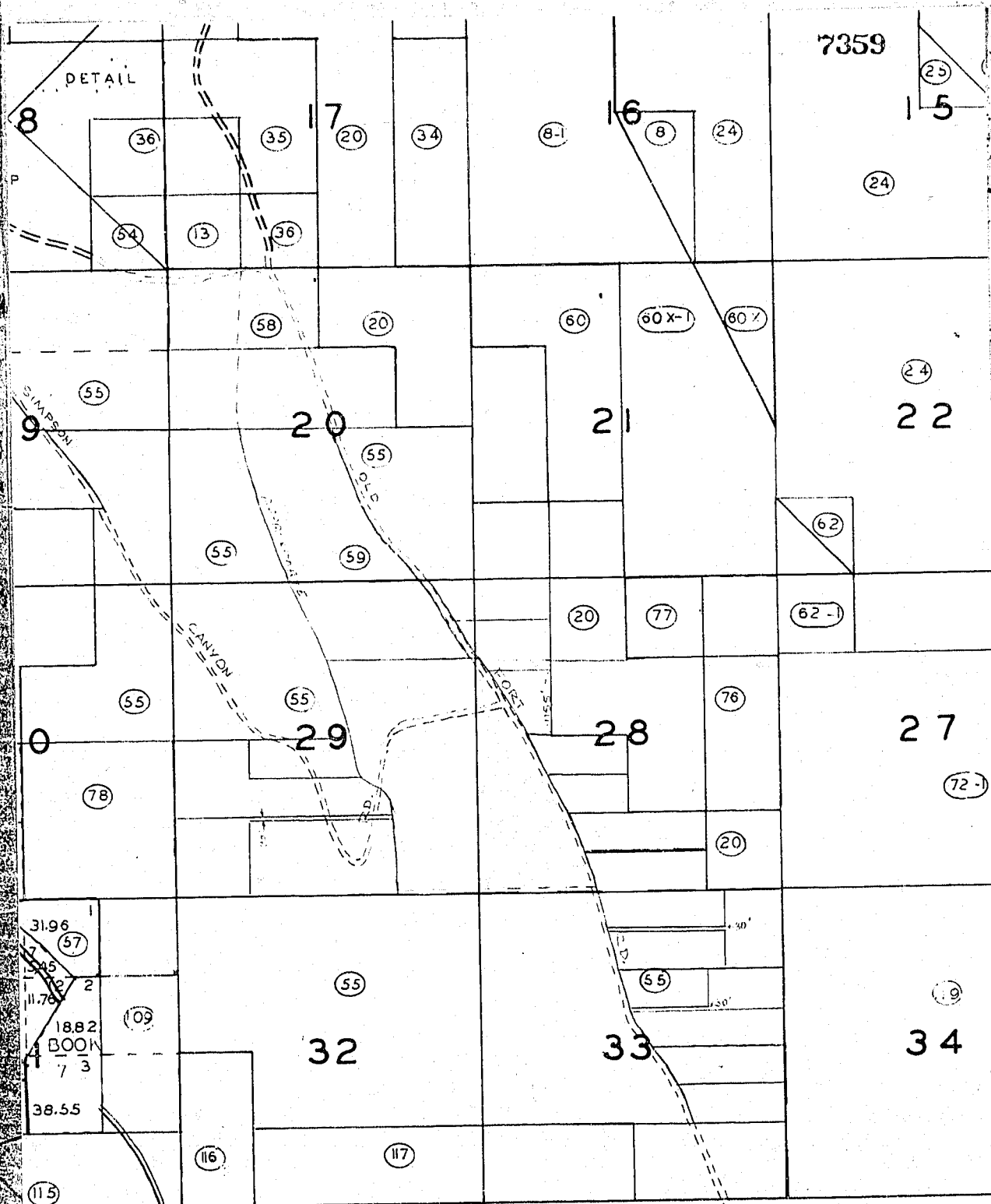


Exhibit B

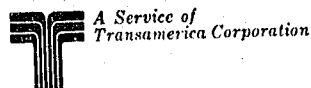




600 Main Street Klamath Falls, Oregon 97601  
(503) 884-5137

Exhibit C

## Transamerica Title Insurance Co



7361

May 13, 1976

Winifred L. Emmich  
c/o Transamerica Title Ins. Co.  
600 Main Street  
Klamath Falls, Oregon 97601

Order No. 38-10770

PRELIMINARY REPORT FOR

Standard Coverage Policy \$ 108,000.00

Standard Loan Policy \$

Premium:  
Owners \$ 390.00

Mortgagees \$

ESCROW NO. D-10770-9

Dear Madam:

We are prepared to issue title insurance in the form and amount shown above insuring the title to the land hereinafter described:

SEE ATTACHED DESCRIPTION  
(Exhibit A)

as of May 10, 1976 at 5:00 P.M., vest in

LEWIS L. HAGELSTEIN and NONA B. HAGELSTEIN, as tenants by the entirety.

subject to the usual printed stipulations and exceptions appearing in such form policy and also the following:

1. An easement created by instrument, including the terms and provisions thereof,  
Dated : August 16, 1928 Book: 82 Page: 593  
Recorded : November 24, 1928  
In favor of : Pacific Telephone and Telegraph Co.  
For : A 25 foot right of way over SW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ NW $\frac{1}{4}$ , W $\frac{1}{2}$ SE $\frac{1}{4}$  Sec. 20; E $\frac{1}{2}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ NE $\frac{1}{4}$ , E $\frac{1}{2}$ SE $\frac{1}{4}$  Sec. 29; SW $\frac{1}{4}$ SW $\frac{1}{4}$  Sec. 38; W $\frac{1}{2}$ W $\frac{1}{2}$  Sec. 33, Twp 37 S., R 9 E.W.M.

continued ...

This Report is preliminary to the issuance of a policy of title insurance and shall become null and void unless a policy is issued, and the full premium therefore paid.



2. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$85,000.00

Dated : November 8, 1973  
 Recorded : November 30, 1973 Book: M-73 Page: 15558  
 Mortgagor : Lewis L. Hagelstein and Nona B. Hagelstein, husband and wife and Clifford J. Emmich & Winifred L. Emmich, husband and wife  
 Mortgagee : The Federal Land Bank of Spokane, a corporation in Spokane Washington.

(Covers additional property)

3. Subject to the right, title and interest of Clifford J. Emmich and Winifred Emmich, as disclosed by Mortgage in Exception No. 2 above.

4. Financing Statement filed December 10, 1973 under County Clerk's File No. 84129 by Lewis L. Hagelstein and Nona B. Hagelstein to The Federal Land Bank of Spokane, c/o FLBA of Klamath Falls. (Covers pump and motor only) (Covers additional property)

5. Contract, including the terms and provisions thereof,

Dated : January 2, 1976  
 Recorded : January 22, 1976 Book: M-76 Page: 1071  
 Vendor : Lewis L. Hagelstein and Nona B. Hagelstein  
 Vendee : Winifred L. Emmich

6. Taxes for the year 1975-76 \$271.31, part paid. Balance \$135.65 unpaid. (CODE 2 MAP 3709-2800 TL 800)

Taxes for the year 1975-76 \$639.10, part paid. Balance \$319.55 unpaid. (CODE 2 MAP 3709-2900 TL 200 Covers additional property)

Taxes for the year 1975-76 \$14.10, part paid. Balance \$7.05 unpaid. (CODE 2 MAP 3709-2900 TL 300 Covers additional property)

Note: Please inform us if 60 foot surveyed road easement is also to be included in forthcoming contract description as it was in previous document M-73 at page 16734, between Hagelstein and Emmich.

Note: We find the following unsatisfied judgment docketed against name similar to WINIFRED L. EMMICH:

A judgment in the amount of \$35,000.00

Entered : October 6, 1975 Book: 29  
 Register No : 75-261L Page: 20 Line: 2  
 Against : Clifford J. Emmich, Sr. and Winifred L. Emmich  
 In favor of : James A. Bergman and Roberta F. Bergman

We find no judgments or United States Internal Revenue Liens against EDWARD J. PULASKI.

TRANSAMERICA TITLE INSURANCE CO.  
 BY *Pat Sundet*  
 PAT SUNDET, Examiner

PS:bjm

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 18th day of May A.D., 1976 at 10:48 o'clock A.M., and duly recorded in Vol. M 76 of DEEDS on Page 7349.

FEE \$ 42.00

WM. D. MILNE, County Clerk

By *W. D. Milne* Deputy