

539-1951

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LAND SALE CONTRACT

THIS AGREEMENT made and entered into this 1st day of August, 1976, by and between CARL JACOBS, hereinafter referred to as "First Party," and CURTIS L. SMITH and MILDRED SUE SMITH, husband and wife, hereinafter referred to as "Second Party";

WITNESSETH:

That in consideration of the agreements herein contained and the payments to be made as hereinafter specified, the First Party agrees to sell and the Second Party agrees to purchase the following described real property situate in Klamath County, Oregon, to-wit:

The East 1/2 of Government Lots 2, 7 and 10 and all of Government Lots 1 and 8, all in Section 14, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

EXCEPTING THEREFROM that portion of Lot 10 lying within the limits of the Sprague River Highway as conveyed to Klamath County by deed recorded April 23, 1929, in Volume 85, page 618, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM any portion thereof lying within the limits of the Oregon-California and Eastern Railway Company right of way.

Together with the first right to operate, service and maintain the existing well located upon the following described real property, to-wit:
Township 36 South, Range 10 East, Willamette Meridian, Section 14: Lot 15, East 1/2 of West 1/2 (5 acres), which rights were heretofore reserved by grantors in that certain warranty deed dated May 16, 1968 and recorded in Volume M68 at page 23715, Records of Klamath County, Oregon, wherein Clifford J. Emmich and Winifred L. Emmich were grantors and Wallace V. Patterson and Eileen L. Patterson were grantees.

First Party reserves to himself the right to use the water from said well when the needs of Second Party are fulfilled. All expenses of said well and pump shall be shared on a pro rata basis according to the acreage of the parties.

C.L.S.
M.S.S. *204R*
OK Second Party took possession of said property on the 20th day of June, 1976. All taxes and insurance shall be prorated from the date of possession.

Second Party agrees to pay and First Party agrees to accept as full payment for said property the sum of Thirty-Seven Thousand Five Hundred Dollars (\$37,500.00) which shall be payable as follows:

1. Twenty Thousand Dollars (\$20,000.00) upon the execution of this agreement, the receipt of which is hereby acknowledged by First Party.

2. The parties acknowledge that First Party is the purchaser of certain property from Accurate Electronics, Inc., a Delaware corporation, by virtue of a real estate contract, a copy of which is attached hereto marked Exhibit "A," which contract was recorded in Volume M75 at page 14044, Records of Klamath County, Oregon. Contained within the property described in said contract of sale is the property herein transferred. Said contract of sale has an unpaid balance of Nine Thousand Three Hundred Dollars (\$9,300.00) together with interest from June 1, 1976, at eight percent (8%) per annum. Second Party agrees to pay to First Party the said sum of Nine Thousand Three Hundred Dollars (\$9,300.00) as follows:

The sum of Nine Hundred Thirty Dollars (\$930.00) each year payable on or before June 1, together with interest on the unpaid balance at the rate of eight percent (8%) per annum from June 1, 1976. Said payments shall be applied by First Party to payment of the unpaid balance of said contract of sale which is escrowed at Western Bank, South Seventh Street Branch, Klamath Falls, Oregon, being escrow number 2055.

3. The remaining balance in the sum of Eight Thousand Two Hundred Dollars (\$8,200.00) shall be paid to the order of the First Party with interest at the rate of eight percent (8%) per annum from the 1st day of September, 1976, payable in EDS four (4) yearly installments of One Thousand Dollars (\$1,000.00) M.S.S. each on or before the 1st day of September of each OPD year commencing in 1977, with the balance of principal and interest to be paid on a like date of the fifth (5th) year, all of said payments to include accumulated interest; provided, however, that if Second Party should pay off the entire balance owing on this agreement prior to the due date for the first payment of this subsection (3), then all interest shall be waived.

The parties acknowledge that title to the property herein conveyed is vested as follows:

CONRAD TONA and JOANNE TONA, as tenants by the entirety, as to an undivided one-eighth (1/8) interest;

RAY N. OLSEN and BARBARA L. OLSEN, as tenants by the entirety, as to an undivided one-eighth (1/8) interest; and

ACCURATE ELECTRONICS INCORPORATED, also known as ACCURATE ELECTRONICS CORPORATION, also known as ACCURATE ELECTRONICS, INC., a Delaware corporation, as to an undivided six-eighths (6/8) interest.

The parties further acknowledge that there exists the following liens against the property being conveyed herein:

1. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein, as follows:

Dated : February 12, 1968

Recorded : June 25, 1968, in Volume M68 at page 5703, Microfilm Records of Klamath County, Oregon

Amount : \$5,000.00 (includes other property)

Mortgagor : Conrad Tona and Joanne Tona, husband and wife
 Mortgagee : Winifred L. Emmich, a married woman, her separate property

2. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein, as follows:

Dated : May 1, 1969

Recorded : September 3, 1969, in Volume M 69 at page 7613,
 Microfilm Records of Klamath County, Oregon

Amount : \$5,000.00 (includes other property)

Mortgagor : Ray N. Olsen and Barbara L. Olsen, husband and wife

Mortgagee : Winifred L. Emmich, a married woman, her separate property

3. A federal tax lien issued by the Internal Revenue District for Portland, Oregon, in the amount herein stated plus penalties, interest and costs filed in the Recorder's office of Klamath County, Oregon, as follows:

Filed : June 9, 1976

File No. : 14747

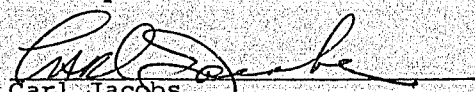
Serial No. : KF-1101

Amount : \$1,133.10

Debtor : Clifford Joseph Emmich

First Party agrees to save and hold harmless Second Party from any liability as a result of said liens and/or vesting upon payment in full by Second Party of the purchase price set forth herein.

IN WITNESS WHEREOF, the parties have executed this contract in triplicate on the date first above written.


 Carl Jacobs
 FIRST PARTY

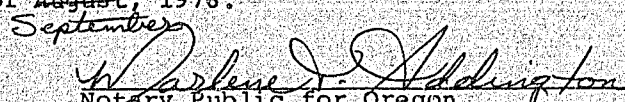

 Curtis L. Smith


 Mildred Sue Smith

SECOND PARTY

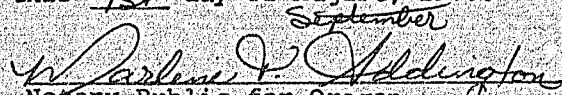
STATE OF OREGON)
) ss.
 County of Klamath)

Personally appeared the above named Carl Jacobs and acknowledged the foregoing instrument to be his voluntary act and deed this 1st day of August, 1976.


 Notary Public for Oregon
 My Commission expires: 3-2-77

STATE OF OREGON)
) ss.
 County of Klamath)

Personally appeared the above named Curtis L. Smith and Mildred Sue Smith and acknowledged the foregoing instrument to be their voluntary act and deed this 1st day of August, 1976.


 Notary Public for Oregon
 My Commission expires: 3-2-77

AFTER RECORDING,
 return to: MTC

Attn: Marlene