

1 CONTRACT OF SALE OF REAL AND PERSONAL PROPERTY Made this 6<sup>th</sup> day of  
2 January, 1977, between GEORGE P. ANDRIEU and LEONA M. ANDRIEU, husband  
3 and wife, as tenants in common, (hereinafter called "Vendor"), and LYNN  
4 E. LONG (hereinafter called "Purchaser");

5  
6  
7 W I T N E S S E T H:

8 Vendor agrees to sell to Purchaser and Purchaser hereby agrees to  
9 buy from Vendor, at the price and on the terms, covenants, conditions  
10 and provisions hereinafter contained, all of the property hereinafter  
11 described.

12  
13 1. Real Property: All the following described real property  
14 situate in Klamath County, Oregon:

15  
16 Township 40 South, Range 9 East, Willamette Meridian:

17  
18 Section 28: All of Lot 7 lying West of the centerline of the  
19 Klamath Drainage District North Canal.

20  
21 Section 29: N $\frac{1}{2}$ NE $\frac{1}{4}$  and E $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ .

22  
23 Section 30: All that portion of the NE $\frac{1}{4}$  lying Easterly of the  
24 East boundary line of the Klamath Straits.

25  
26 Section 33: W $\frac{1}{2}$ .

27  
28 SUBJECT TO:

29  
30 1. Acreage and use limitations under provisions of the United  
31 States statutes and regulations issued thereunder.

32  
33 2. Liens and assessments of Klamath Project and Klamath Drainage  
34 District and regulations, contracts, easements, and water, irriga-  
35 tion, and drainage rights in connection therewith.

36  
37 3. Waivers of claim for damages caused by closing or subsequent  
38 opening of flood gates in Klamath Strait, including the terms and  
39 provisions thereof, executed by J.S. McAnany recorded January 24,  
40 1918, Vol. 47, page 565, Deed Records of Klamath County, Oregon,  
41 and executed by Sam W. Cheney recorded January 24, 1918, Vol. 47,  
42 page 565, Deed Records of Klamath County, Oregon. (Affects that  
43 portion of the property in Section 33)

44  
45 4. Right of way for canals, roads, and ditch purposes, including  
46 the terms and provisions thereof, given by L. Jacobs and Hallie  
47 Jacobs, his wife, to Klamath Drainage District dated October 14,  
48 1922, recorded October 23, 1922, Vol. 59, page 245, Deed Records  
49 of Klamath County, Oregon. (Affects that portion of the property  
50 in Section 33)

51  
52 5. Right of way for canals, roads, and ditch purposes, including  
53 the terms and provisions thereof, given by M. Motschenbacher and  
54 Mary R. Motschenbacher, his wife, to Klamath Drainage District of  
55 Klamath County, Oregon, dated November 24, 1922, recorded November  
56 25, 1922, Vol. 59, page 338, Deed Records of Klamath County, Oregon.  
57 (Affects that portion of the property in Sections 28, 29, and 30)

58  
59 6. Right of way, including the terms and provisions thereof, given  
60 by A. L. Andrieu et ux., to The California Oregon Power Company,  
61 a corporation, dated January 13, 1939, recorded February 7, 1939,  
62 Vol. 120, page 299, Deed Records of Klamath County, Oregon. (Affects  
63 E $\frac{1}{2}$ W $\frac{1}{2}$  Section 33)

64  
65 7. Right of way for transmission line, including the terms and  
66

provisions thereof, given by Mary R. Motschenbacher et al., to The California Oregon Power Company, a California corporation, dated April 27, 1942, recorded May 6, 1942, Vol. 147, page 159, Deed Records of Klamath County, Oregon. (Affects Lot 7 of Section 28)

8. Agreement relative to joint use of canals, ditches, dikes and roadways, including the terms and provisions thereof, contained in Agreement between August L. Andrieu et ux., Vendors, and George P. Andrieu et ux., Vendees, dated January 15, 1949, recorded February 2, 1949, Vol 228, page 330, Deed Records of Klamath County, Oregon, and further referred to in deed from said Vendors to said Vendees dated June 18, 1953, recorded January 26, 1954, Vol. 265, page 135, Deed Records of Klamath County, Oregon. (Affects the property in Sections 30 and 33)

9. Geothermal Lease and Agreement, including the terms and provisions thereof, between George P. Andrieu and Leona M. Andrieu, Lessor, and Geothermal Resources International, Inc., a Delaware Corporation, Lessee, dated June 17, 1972, recorded August 8, 1972, Vol. M72, page 8753, Deed Records of Klamath County, Oregon, as amended by instrument dated April 8, 1976, recorded May 24, 1976, in Vol. M76, pages 7664-7666, Deed Records of Klamath County, Oregon. (Affects that portion of the property in Sections 28, 29 and 33)

10. Right of way option, including the terms and provisions thereof, between George P. Andrieu and Leona M. Andrieu and Pacific Power & Light Company, a corporation, dated September 30, 1975, recorded October 15, 1975, Vol. M75, page 12756, Deed Records of Klamath County, Oregon. By agreement dated July 14, 1976, recorded July 15, 1976, Vol. M76, page 10737, Deed Records of Klamath County, Oregon, said option was extended until September 30, 1977. (Affects N $\frac{1}{2}$ NW $\frac{1}{4}$  Section 33)

11. Terms and conditions of special assessment as farm use and the right of Klamath County, Oregon, to additional taxes in the event said use should be changed, which obligations Purchaser assumes and agrees to pay and perform.

12. Reservation by Vendor of subsurface rights hereinafter set forth.

2. Personal Property: The following items of farm machinery:

D7 9G, Serial #9G-5798W, w/irrigation and B.G. hydraulic pumps  
 4  $\frac{1}{4}$  mile 5" wheel lines w/movers  
 2  $\frac{1}{4}$  mile 5" wheel lines w/hyd. movers  
 700 ft. 6" mainline  
 1300 ft. 8" mainline  
 1 I.H. 549 V8 engine & pump on trailer, Serial #7954  
 1 1150 gallon propane tank trailer  
 1 I.H. rubber tired pipe trailer  
 1 pipe and mover trailer  
 1 300 gallon fuel trailer

Said personal property is free and clear of liens and encumbrances except 1977 Klamath County taxes which Purchaser assumes and agrees to pay. Said personal property is hereinafter called "Collateral".

3. Purchase Price and Terms of Payment: The purchase price of the property above described is the sum of \$358,072.00. Said purchase price represents the aggregate of \$331,272.00 for the real property and \$26,800.00 for the personal property. The purchase price is payable as follows:

a. Down Payment: \$103,841.00 down payment, receipt of which is hereby acknowledged.



1 b. Deferred Balance: \$254,231.00 deferred balance payable as follows:

2 (1) First Installment: Interest only due and payable on February  
3 1, 1978.

4 (2) Second through Fifteenth Installments: Fourteen annual in-  
5 stallments of \$27,913.00 each, inclusive of interest. The first  
6 such installment shall be due and payable on the 1st day of February,  
7 1979, and a like installment shall be due and payable on the 1st  
8 day of each February thereafter, to and including the 1st day of  
9 February, 1992.

10 (3) Final Installment: A final installment on February 1,  
11 1993, of the then unpaid deferred principal balance, plus accrued  
12 interest.

13 c. Rate of Interest: The rate of interest to February 1, 1978, on  
14 the deferred balance of the purchase price is fixed at the rate of  
15 three and one-half (3.5%) percent commencing on the date of this  
16 Contract. From and after February 1, 1978, interest on the deferred  
17 balance of the purchase price is fixed at the rate of seven (7%)  
18 percent per annum simple interest on the declining balances of the  
19 deferred balance commencing on February 1, 1978.

20 4. Payments to Escrow Holder: All installments due Vendor from  
21 Purchaser under this Contract shall be paid without demand to the Escrow  
22 Holder hereinafter named. All such installments received shall be applied  
23 first to interest accrued to the date of receipt and then applied to reduce  
24 principal.

25 5. Prepayment: From and after January 1, 1982, Purchaser may in-  
26 crease any installment or prepay all or any part of the whole consideration  
27 together with interest thereon to the date of any such payment without the  
28 written consent of Vendor. Any such payment prior to January 1, 1982,  
29 shall be only with the written consent of Vendor deposited with the Escrow  
30 Holder. No partial payment, increased installment, payment for a partial  
31 conveyance by reason of the eminent domain provisions of this Contract.  
32 or a release of Collateral, shall be credited in lieu of any regular  
33 future installment, nor excuse Purchaser from making the regular in-  
34 stallments specified in this Contract.

35 6. Reservation of Life Estate in Subsurface Rights: Vendor hereby  
36 reserves a life estate in seventy-five (75%) percent of all subsurface  
37 rights in the above described real property. Twenty-five (25%) percent  
38 of such subsurface rights shall belong to Purchaser. Upon the death  
39 of the last of Vendor to die, all subsurface rights reserved by Vendor  
40 shall vest in Purchaser. For the purposes of this provision, the term  
41 "subsurface rights" are hereby agreed to include, but not be limited to,  
42 the following: sand, gravel, clay, minerals, metallic ore, chemical  
43 elements and compounds (whether in solid, liquid, or gaseous form), all  
44 forms of energy (whether hot water, steam, thermal, atomic, or fossil  
45 fuel), all gas and oil, and all royalties and/or rents due or to become  
46 due from the lease recorded in Vol. M72, page 8753, Deed Records of Klamath  
47 County, Oregon, in favor of Geothermal Resources International, Inc. As  
48 a limitation to the subsurface rights, it is understood by the parties  
49 that such rights shall not be exercised so as to interfere with the rights  
50 of the Purchaser to use the property for agricultural purposes, unless  
51 mutually agreed otherwise in writing.

52 7. Subordination of Lien: Vendor hereby subordinates the lien  
53 created by this Contract to a mortgage lien in favor of The Federal Land  
54 Bank of Spokane in the amount of \$112,000.00 covering the following des-  
55 cribed real property situate in Klamath County, Oregon, to-wit:

56 Township 40 South, Range 9 East, Willamette Meridian:

Section 33: W $\frac{1}{2}$

executed by Purchaser and recorded in Vol. M77, page \_\_\_\_\_, Records of Klamath County, Oregon. The encumbrance in favor of The Federal Land Bank of Spokane, and any renewals, replacements, or extensions thereof, shall be and remain at all times prior and superior to the lien created by this Contract or any renewals, replacements, or extensions of this Contract.

8. Nature of Estate Sold and Lien Created by this Contract: The real property above described hereby sold to Purchaser, includes, all and singular, the tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, improvements thereon, including, but not limited to, stationary pumps, pumping stations, pumping motors, pumping engines, resevoirs, nonportable pipes and flumes or other nonportable equipment now used for the production of water thereon or for the irrigation or drainage thereof, and the reversions, remainders, rents, issues and profits thereof, together with all the rights of the use of water for irrigating said premises and for domestic use thereon to which Vendor is now entitled, or which are now used on said premises, however the same may be evidenced, and together with all shares of stock or shares of water in any ditch or irrigation company which, in any manner, entitles, the Vendor to water for irrigating or domestic purposes upon said real property. The Vendor's lien created by this Contract shall and does hereby include the real property above described, together with all and singular, the tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, and all improvements now or hereafter thereon, including, but not limited to, stationary pumps, pumping stations, pumping motors, pumping engines, resevoirs, nonportable pipes and flumes or other nonportable equipment now or hereafter used for the production of water thereon for the irrigation or drainage thereof, and the reversions, remainders, rents, issues and profits thereof, and together with all the rights to use of water for irrigating said premises and for domestic use thereon to which said real property is now or may hereafter become entitled, or which now are or may hereafter be used on said premises, however the same may be evidenced, and together with all shares of stock or shares of water in any ditch or irrigation company which, in any manner, entitles the legal or equitable owner thereof to water for irrigating or domestic purposes upon said real property. In addition, Purchaser hereby agrees that the lien created by this Contract is superior to any and all rights of Purchaser under and by virtue of any homestead, stay or exemption laws now in force, or which may hereafter become laws and secondary only to the mortgage lien of The Federal Land Bank of Spokane above described.

9. Contract as Security Agreement for Collateral as Well as Real Property: With reference to the "Collateral" hereby sold by Vendor to Purchaser, this Contract constitutes a security agreement for such Collateral and the security interest of Vendor in such Collateral is hereby declared to be that provided for by the Uniform Commercial Code of the State of Oregon upon the terms, covenants and conditions set forth in this Contract and the following special provisions relating to said Collateral:

a. Vendor's Rights and Obligations with Respect to Collateral: Vendor shall have the following rights with respect to Collateral:

(1) Right to Income, Proceeds or Substitutions: Vendor shall be entitled to receive and add to the Collateral any income or increase from the Collateral, the proceeds of any insurance on the Collateral, and any other property given in exchange for property included in the Collateral.

(2) Right to Apply Cash: Vendor may, at his option, apply any cash which may be included in the Collateral or received



1 through liquidation, sale or retirement of, or as income  
2 from the Collateral, toward the satisfaction of the deferred  
3 balance or such portion thereof as Vendor shall choose,  
4 whether matured or not.  
5

6 b. No Duty to Collect, Waiver of Presentment, etc.:

7 Vendor shall not be obliged to collect any amounts due or which  
8 may become due on any of the Collateral; and Purchaser hereby  
9 waives presentment, protest, demand or notice of nonpayment to  
10 Purchaser, or to any maker, endorser, surety, guarantor or other  
11 person who is party to the Collateral.  
12

13 To perfect such security interest of Vendor in the Collateral, Purchaser  
14 agrees to execute and cause to be filed (at the expense of Purchaser)  
15 Uniform Commercial Code Financing Statement Forms UCC-1 and UCC-2 with  
16 the Secretary of State of the State of Oregon and the County Clerk of  
17 Klamath County, Oregon, and to renew the same as required by law with-  
18 out notice or demand of Vendor. Vendor shall execute and deliver to  
19 the Escrow Holder hereinafter named two unfiled Uniform Commercial Code  
20 Form UCC-3, Termination of Financing Statements, for both the Secretary  
21 of State of the State of Oregon and the County Clerk of Klamath County,  
22 Oregon.  
23

24 10. Escrow of Contract and Related Documents: Vendor will, upon  
25 execution hereof, make and execute in favor of Purchaser, a good and  
26 sufficient special warranty deed conveying said real property to Purchaser  
27 free and clear, as of this date, of all encumbrances, subject to the  
28 above set forth exceptions. Vendor will, upon acceptance hereof, make  
29 and execute in favor of Purchaser a good and sufficient bill of sale and/  
30 or other certificate of title conveying to Purchaser the above described  
31 personal property free and clear, as of this date, of all encumbrances,  
32 subject to the above set forth exceptions. Vendor will, within a reason-  
33 able time after the execution hereof, place said deed, bill of sale, UCC-3  
34 forms, and the original of this Contract, together with any other convey-  
35 ances of title or security instruments required here (except registered  
36 titles to vehicles), in escrow at First Federal Savings & Loan Association  
37 of Klamath Falls, Oregon, with instructions to said Escrow Holder to,  
38 when and if the Purchaser shall have paid the balances of the purchase  
39 money and interest as above specified and shall have complied with all  
40 other terms and conditions of this Contract, deliver the same to Purchaser  
41 subject to the printed conditions and provisions of the standard form of  
42 escrow instructions provided by said Escrow Holder.  
43

44 11. Title Insurance: Vendor shall furnish, at his own expense, a  
45 Purchaser's Title Insurance Policy issued by Klamath County Title Company  
46 under its Order No. A-27560 insuring Purchaser's title in the above  
47 described real property in the amount of \$331,272.00, subject to the  
48 above set forth exceptions and printed conditions and exceptions contained  
49 in the usual form of title policy issued by said title insurance company.  
50

51 12. Possession, Maintenance, Taxes, etc. Relating to Real Property:  
52 Purchaser shall be entitled to possession of the above described real  
53 property on the date this Contract is recorded. Purchaser shall remain  
54 in possession so long as Purchaser is not in default hereunder. Purchaser  
55 shall and hereby agrees to keep said real property in a clean, sanitary,  
56 sightly and attractive condition; to commit no waste or otherwise damage  
57 or injure said real property; to maintain said real property in accordance  
58 with the laws, ordinances and regulations of any constituted authority  
59 applying to said real property and to make no unlawful use thereof; to  
60 pay regularly and seasonably, and before the same shall become delinquent,  
61 all taxes, assessments and charges of whatever nature (including additional  
62 charges by reason of change of use) levied and assessed against said real  
63 property and personal property and to pay and discharge all encumbrances  
64 thereafter placed thereon by Purchaser; to permit no lien or other en-  
65 cumbrances to be filed upon or placed against either said real property  
66 or personal property without the written consent of Vendor; to maintain

1 said personal property in the same condition as the same from the above  
 2 described County and State without the written consent of Vendor. It  
 3 is further understood and agreed, for the purposes of this provision,  
 4 that if Purchaser fails to pay or discharge any taxes, assessments,  
 5 liens, encumbrances or charges, Vendor, at his option and without waiver  
 6 of default or breach of Purchaser, and without being obliged to do so,  
 7 may pay or discharge all or any part thereof, all of which said sums  
 8 so paid by Vendor shall become repayable by Purchaser, together with  
 9 interest at the rate of ten (10%) percent per annum, upon demand,  
 10 payment of which is part of the performance of this Contract by Pur-  
 11 chaser and a condition precedent to delivery of the warranty deed and  
 12 other documents by the Escrow Holder.  
 13

14 13. Possession, Maintenance, Taxes, etc. Relating to Personal Property:  
 15 Purchaser shall be entitled to possession of the personal property on the  
 16 date this Contract is recorded. Purchaser shall remain in possession as  
 17 provided herein. Purchaser agrees to keep the above described Collateral  
 18 insured under an all risks physical damage coverage in an amount not less  
 19 than the maximum insurable value of said items and shall obtain, at Pur-  
 20 chaser's own expense, such insurance providing for loss payable to Vendor  
 21 and Purchaser, as their respective interests may appear.  
 22

23 14. Eminent Domain: In the event any governmental agency or entity  
 24 having the power of eminent domain acquires by eminent domain or by neg-  
 25 otiated sale in lieu of eminent domain all, or any portion, of the real  
 26 property described in this Contract, Vendor may require Purchaser to apply  
 27 all proceeds received by Purchaser from such acquisition (remaining after  
 28 payment by Purchaser of attorney fees, appraiser fees and related  
 29 necessary and reasonable costs in connection with securing said proceeds),  
 30 which proceeds are hereinafter called "net proceeds", toward the payment  
 31 of the sums secured by this Contract. Upon receipt of said net proceeds  
 32 and Vendor shall, within sixty (60) days after such notification, notify  
 33 Purchaser in writing if Vendor elects to have said net proceeds applied  
 34 toward payment of the sums secured by this Contract. If Vendor fails to  
 35 so notify Purchaser of such election Vendor shall conclusively be deemed  
 36 to have elected not to require Purchaser apply said net proceeds toward  
 37 the sums secured by this Contract. If Vendor elects to have said net  
 38 proceeds applied toward payment of the sums secured by this Contract,  
 39 the amount to be received by Vendor shall not exceed the total of the  
 40 principal plus accrued interest to the date of receipt thereof by Vendor,  
 41 and all such sums shall be paid to the Escrow Holder named herein. Re-  
 42 gardless of whether Vendor elects to have said net proceeds applied to  
 43 the sums secured by this Contract, Vendor will join in any conveyance  
 44 required by the governmental agency or entity acquiring a portion or all  
 45 of the real property described herein by eminent domain, but Vendor shall  
 46 not be required to partially convey more property than that which is acquired  
 47 by such governmental agency or entity. Vendor shall not be obligated to  
 48 participate in any negotiations with such governmental agency or entity.  
 49

50 15. Sale of Property by Purchaser: If Purchaser shall sell Purchaser's  
 51 equity in the real property described herein and securing the unpaid  
 52 balance of this Contract, Purchaser shall notify Vendor of such sale in  
 53 writing, and Vendor shall have thirty (30) days from such notice to elect  
 54 in writing, to require Purchaser to apply ninety (90%) percent of the net  
 55 proceeds from such sale toward payment of the deferred balance (both  
 56 principal and interest) secured by this Contract before Purchaser receives  
 57 and realizes any payment for his equity. The term "net proceeds" shall  
 58 include both proceeds received by Purchaser at the time of consummation of  
 59 such sale and any installments received thereafter, less reasonable comm-  
 60 issions, title insurance, attorneys fees, and escrow fees incurred in any  
 61 such sale. Failure of Vendor to elect to require application of such net  
 62 proceeds as herein provided, shall constitute a conclusive election not to  
 63 require application of such net proceeds; provided however, that any sub-  
 64 sequent Purchaser shall be required to comply with this provision and that  
 65 an election not to require application of net proceeds from any sale shall  
 66 not be construed as constituting a waiver of this provision as to any



1 subsequent Purchaser. In addition, any such sale shall personally obligate  
2 the subsequent Purchaser to Vendor without relieving Purchaser of Purchaser's  
3 obligation to Vendor under this Contract.

4  
5 16. Vendor's Defense of Security: Vendor may appear in or defend  
6 any action or proceeding at law, in equity or in bankruptcy affecting,  
7 in any way, the security hereof and, in such event, Vendor shall be allowed  
8 and paid, and Purchaser hereby agrees to pay, all costs, charges and  
9 expenses, including costs of evidence of title or validity and priority  
10 of the security and attorney fees in a reasonable sum, incurred in any  
11 such action or proceeding in which Vendor may appear, which shall bear  
12 interest at ten (10%) percent from the date of demand therefor. Failure  
13 of Purchaser to pay Vendor for such costs, charges and expenses within  
14 ninety (90) days from date of demand therefor shall constitute a breach  
15 of this Contract.

16  
17 17. Default of Purchaser: The following shall constitute a default  
18 of Purchaser:

19  
20 a. Failure to make Payments: Failure of Purchaser to make  
21 payments as herein provided and if said failure shall continue for  
22 more than thirty (30) days after the payment becomes due. The  
23 acceptance of payment of any sum secured by this Contract after its  
24 due date shall not constitute a waiver of Vendor's right either to  
25 require prompt payment when due of all other sums so secured or to  
26 seek any remedy provided for herein.

27  
28 b. Failure to Perform Covenants: Failure of Purchaser to  
29 perform any covenants or conditions of this Contract (other than  
30 failure to make payments as provided in the preceding sentence)  
31 after thirty (30) days written notice of such failure and demand  
32 for performance.

33  
34 18. Remedies: If Purchaser shall be in default as above provided,  
35 Vendor shall have the following cumulative rights:

36  
37 a. Remedies Relating to Real Property: With reference to  
38 the real property;

39  
40 (1) Foreclosure: To foreclose this Contract by strict  
41 foreclosure in equity;

42  
43 (2) Acceleration: To declare the full unpaid balance of  
44 the purchase price immediately due and payable;

45  
46 (3) Specific Performance: To specifically enforce the terms  
47 of this Contract by suit in equity.

48  
49 b. Remedies Relating to Personal Property: With reference to  
50 the Collateral, Vendor may take one or more of the following steps:

51  
52 (1) Collect Collateral: Collect any of the Collateral;

53  
54 (2) Sell Collateral at Private Sale: At any time and without  
55 notice to the Purchaser, or either of them, sell any of the  
56 Collateral at private sale at such price as Vendor may consider  
57 advisable, the Purchaser hereby ratifying and approving any  
58 such sale.

59  
60 (3) Sell Collateral at Public Sale: Sell any of the Collateral  
61 at public sale not less than thirty (30) days after notice in  
62 writing to the Purchaser of Purchaser's default and after  
63 publication of one notice setting forth the time and place of  
64 sale and a brief description of the property to be sold in  
65 any newspaper of general circulation in the county in which  
66 the Collateral is located.

1 19. Time is of the Essence: Time is expressly made the essence  
2 of this Contract.

3  
4 20. Receivership: In the event any suit or action is commenced  
5 because of any default of Purchaser, the court having jurisdiction of  
6 the case may, upon motion by Vendor, appoint a receiver to collect the  
7 rents and profits arising out of the above described real property and  
8 to take possession, management and control of the same and the Collateral  
9 during pendency of such proceeding or until payment of the obligations  
10 hereby secured and apply said rents and profits to the payment of the  
11 amount due hereunder, first deducting all profit, charges and expenses  
12 attending the execution of said receivership.

13  
14 21. Title reports, etc.: In the event any suit or action is commenced  
15 because of any default by Purchaser, there shall become due, and Purchaser  
16 agrees to pay to Vendor, in addition to all statutory costs and disbursements,  
17 any amount Vendor may incur or pay for any title report, title search,  
18 insurance of title or other evidence of title subsequent to the date of  
19 this Contract on any of the real property above described and this Contract  
20 shall be security for the payment thereof.

21  
22 22. Prevailing Party Attorney's Fees: In the event any suit or action  
23 is instituted by either party against the other relating to any provision  
24 of this Contract, the prevailing party, at trial or on appeal, shall be  
25 entitled to such reasonable attorney fees as shall be fixed by the court  
26 having jurisdiction of the case, in addition to statutory costs and  
27 disbursements.

28  
29 23. No Oral Modification Binding: This Contract contains the full  
30 understanding of the parties with respect to the subject hereof and no  
31 modification hereof shall be given effect unless the same be in writing  
32 subscribed by the parties hereto or their successors in interest.

33  
34 24. No Waiver of any Provision: No waiver by Vendor of any breach  
35 of any covenant of this Contract shall be construed as a continuing waiver  
36 of any subsequent breach of such covenant, nor as a waiver of any breach  
37 of any other covenant, nor as a waiver of the covenant itself.

38  
39 25. Binding Effect: This Contract shall bind and inure to the benefit  
40 of, as the circumstances may require, the parties hereto and their respect-  
41 ive successors, heirs, executors, administrators and assigns.

42  
43 26. Notice: Where notice in writing is required by either party to  
44 the other, such notice shall be deemed given when the same is deposited  
45 in the United States Postal Service as registered mail, addressed to the  
46 last address of the party to whom notice is to be given is shown on the  
47 records of the Escrow Holder.

48  
49 27. Construction of Contract: In construing this Contract, the  
50 following shall control.

51  
52 a. Prepared by Both Parties: This Contract shall be construed  
53 as though prepared by both parties and shall be governed by the laws  
54 of the State of Oregon.

55  
56 b. Singular, Plural and Gender: All words used herein in the  
57 singular number shall extend to and include the plural. All words  
58 used in the plural number shall extend to and include the singular.  
59 All words used in any gender shall extend to and include all genders.

60  
61 c. Paragraph Headings for Convenience Only: Paragraph headings  
62 are for convenience only and shall not be used in construing the  
63 covenants, terms and provisions of this Contract.  
64  
65  
66



1 WITNESS the hands of the parties hereto the day and year first  
2 above written.

3  
4  
5 George P. Andrieu  
6 George P. Andrieu

7 Lynn E. Long  
8 Lynn E. Long

9  
10  
11 Leona M. Andrieu  
12 Leona M. Andrieu

13  
14  
15  
16 STATE OF OREGON )  
17 ) ss.  
18 County of Klamath )

19  
20 On the 6th day of January, 1977, personally appeared the above  
21 named GEORGE P. ANDRIEU and LEONA M. ANDRIEU, husband and wife,  
22 and acknowledged the foregoing instrument to be their voluntary act  
23 and deed.

24  
25  
26 Before me:

27  
28 (SEAL)

29 George H. B. Porter  
30 Notary Public for Oregon  
31 My Commission Expires: 9-17-78

32  
33  
34  
35  
36 STATE OF OREGON )  
37 ) ss.  
38 County of Klamath )

39  
40 On the 6th day of January, 1977, personally appeared the above  
41 named LYNN E. LONG and acknowledged the foregoing instrument to be  
42 his voluntary act and deed.

43  
44  
45 Before me:

46  
47 (SEAL)

48 George H. B. Porter  
49 Notary Public for Oregon  
50 My Commission Expires: 9-17-78

51  
52  
53  
54  
55 State of Oregon, ] ss.  
56 County of Klamath ]

57 I hereby certify that the within instrument was  
58 received and filed for record on the 17th  
59 day of January, 19 77, at 12:01  
60 o'clock P. M. and recorded on Page 819  
61 in Book M 77 Records of DEEDS  
62 of said County.

63 WM. D. MILNE, County Clerk

64 By Hazel H. Hays Deputy

65 Fee \$ 27.00

66 Return

Klamath County Title Co.

P.O. Box 151

Klamath Falls, Oregon

97601