

A 21855 28495 Vol. 17 Page 6891
This Agreement, made and entered into this 20th day of April, 1977 by and between
NORMAN MILLER ANDERSON, aka Norman M. Anderson, and LAVINA A. ANDERSON, husband and
wife,

hereinafter called the vendor, and

MATTHEW DENNIS CARELLI, as to an undivided one-half interest, and MERLE CLARENCE
BOEHLKE and NETTA LYNN BOEHLKE, husband and wife, as to an undivided one-half interest,
hereinafter called the vendee.

WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the
vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

PARCEL 1: Township 36 South, Range 12, East of the Willamette Meridian:

- Section 9: SE $\frac{1}{4}$ or Lots 17, 18, 23, 24, 25, 26, 31 and 32
Section 10: S $\frac{1}{2}$ SE $\frac{1}{4}$ or Lots 25, 26, 31 and 32
Section 11: NW $\frac{1}{4}$ or Lots 3, 4, 5, 6, 11, 12, 13 and 14
N $\frac{1}{2}$ SW $\frac{1}{4}$ or Lots 19, 20, 21 and 22
SE $\frac{1}{4}$ or Lots 17, 18, 23, 24, 25, 26, 31 and 32
Section 15: N $\frac{1}{2}$ NW $\frac{1}{4}$ or Lots 3, 4, 5 and 6
That portion of Lots 11, 12 and 13 lying North of Oregon Calif-
ornia and Eastern Railroad right of way.

PARCEL 2: Township 36 South, Range 12, East of the Willamette Meridian:

- Section 10: SW $\frac{1}{4}$ or Lots 19, 20, 21, 22, 27, 28, 29 and 30
Section 11: S $\frac{1}{2}$ SW $\frac{1}{4}$ or Lots 27, 28, 29 and 30.

Subject to: Acreage and use limitations under provisions of United States Statutes
and regulations issued thereunder; Reservations and restrictions contained in Land
Status Reports, recorded Oct. 13, 1958 in Deed Vol. 304, page 530, recorded October
11, 1958 in Deed Vol. 304, page 606, recorded October 14, 1958 in Deed Vol. 304, page
614, recorded Oct. 14, 1958 in Deed Vol. 304, page 618, and recorded Nov. 25, 1958 in
Deed Vol. 306, page 680, Records of Klamath County, Oregon; Reservations and restric-
tions contained in deed recorded Aug. 7, 1958 in Deed Vol. 301, page 610, Records of
Klamath County, Oregon, (affects S $\frac{1}{2}$ SW $\frac{1}{4}$ Section 11); Reservations and restrictions in
deed recorded Nov. 25, 1958 in Deed Vol. 306, page 678, Records of Klamath County,
Oregon, (affects SW $\frac{1}{4}$ Section 10); Easements and rights of way of record and those
apparent on the land, if any; Rights of the public in and to any portion of the herein-
described premises lying within the limits of any roads or highways; Rights of the Fed-
eral Government, the State of Oregon and the general public in and to any portion of
said property lying below the high water line of Sprague River; Reservations and re-
strictions contained in Land Status Report, recorded Sept. 29, 1958 in Deed Vol. 304,
page 193, and in Land Status Report recorded Nov. 25, 1958 in Deed Vol. 306, page 706,
Records of Klamath County, Oregon, (affects SE $\frac{1}{4}$ Section 11); Regulations of the Spring
Creek Irrigation Unit, including levies, assessments, water and irrigation rights, and
easements for ditches and canals as described in instrument recorded July 12, 1969 in
Vol. M69, page 6289, Microfilm Records of Klamath County, Oregon, (affects NW $\frac{1}{4}$ Section
15; S $\frac{1}{2}$ SE $\frac{1}{4}$ Section 10 and N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 11); and also subject to Mortgage to The Fed-
eral Land Bank of Spokane, recorded April 11, 1973, in Vol. M73, page 4218, Micro-
film Records of Klamath County, Oregon, and a Mortgage to Sonja Ann Anderson Griffin,
et al, which said two Mortgages vendees herein DO NOT assume and vendors covenant
and agree to hold them harmless therefrom.

NOTE: The above property has been granted special assessments for farm use, and when
same is terminated it will be subject to additional ad valorem tax;

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at and for a price of \$750,000.00, payable as follows, to-wit: \$20,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; the balance of \$730,000.00, with interest at the rate of 6% per annum from April 15, 1977; is payable as follows: \$20,000.00 on September 15, 1977; \$10,000.00 on October 31, 1977; and \$20,000.00 on each April 15th thereafter; \$20,000.00 on each September 15th thereafter; \$10,000.00 on each October 31st thereafter until April 15, 1997, when the full balance of principal and interest are due and payable. All of the above-described payments include interest.

Notwithstanding any other provision of this agreement, vendees shall not be deemed to be in default on any payment called for in this agreement until the payment is 30 days past the due date for such payments.

Provided further, however, that in the event that the Sprague River should go dry or be too low for the vendees to pump water from the river with the existing pumps, the vendees shall be entitled to a one-year extension to make any payment called for in this agreement. The escrow holder herein-named shall be instructed to accept as proof of said event an affidavit signed by the vendees. If there is a dispute as to the occurrence of the said event, the matter shall be determined by the Circuit Court for Klamath County. The escrow holder shall act upon the ruling of the Circuit Court.

BY THE SELLER:

BY THE BUYER:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at Klamath Falls, Oregon, this 15th day of April, 1977.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the

at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereinafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid. And the vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above stated,

EXCEPT the two herein-described mortgages, which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum of \$750,000.00 covering said real property,

together with one of these agreements in escrow at the Western Bank

at Klamath Falls, Oregon

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revert in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial 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 such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such 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.

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

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

*Return to
Klamath County Title*

Witness the hands of the parties the day and year first herein written.

Matthew Dennis Carelli *Norman Miller Anderson*
Matthew Dennis Carelli Norman Miller Anderson

Lavina A. Anderson
Lavina A. Anderson

Merle Clarence Boehlke
Merle Clarence Boehlke

Metta Lynn Boehlke
Metta Lynn Boehlke

STATE OF OREGON)
) SS
County of Klamath)

On this 21 day of April, 1977, personally appeared the above-named Norman Miller Anderson, aka Norman M. Anderson, and Lavina A. Anderson, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL)
From the office of
Gordon, & Sorenson
Attorneys at Law
First Federal Bldg.
Klamath Falls, Ore.

William J. Sorenson
Notary Public for Oregon
My Commission Expires: 08/18/78

Until a change is requested, all tax statements shall be sent to:

Matthew D. Carelli
Box 38
Beatty, Oregon 97621

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 22nd day of APRIL A.D. 1977 at 9:16 o'clock A.M., and

duly recorded in Vol. M 77, of DEEDS on Page 6891

FEE \$ 12.00

Wm. D. McLean, County Clerk

Harold May