

THIS AGREEMENT made and entered into this 1st day of April, 1977, by and between DENNIS FERGUSON and COLLEEN FERGUSON, husband and wife, hereinafter referred to as SELLERS, and RICHARD N. EMARD and ANNE MARIE EMARD, husband and wife, hereinafter referred to as BUYERS;

W I T N E S S E T H :

In consideration of the agreements herein contained, Sellers hereby agree to sell, and Buyers hereby agree to purchase, that certain land with the buildings and improvements thereon, if any, and all tenements, hereditaments and appurtenances thereunto belonging, described as follows:

The N1NW1 of Section 15, Township 30 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

SUBJECT, HOWEVER, TO THE FOLLOWING:

1. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
2. Rights of the public and of Governmental bodies in and to that portion of the herein described property lying below the ordinary high water mark of Williamson River.
3. Right of way, including the terms and provisions thereof, for a fire road and all appurtenants thereto constructed by United States of America as disclosed by Deed to Simplot-Devoe Lumber Co., recorded December 2, 1957 in Deed volume 296 at page 54.
4. Any existing easements visible on the ground for roads, pipelines, or utilities, to which the property might be subject under provisions of Land Statuts Report recorded in Deed Volume 305 at page 318.
5. Any existing easements visible on the ground for roads, pipelines, or utilities to which the property might be subject under provisions of Land Status Report recorded in Deed Volume 305 at page 637.
6. Subject to all subsurface rights, except water, reserved to the heirs of Lucy Snipes, their heirs and assigns, in Patent recorded December 2, 1957 in Deed Volume 296 at page 54.
7. Subject to subsurface rights reserved to Greta DeMent, as disclosed by Bargain & Sale Deed recorded January 11,

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1973 in Book M-73 at page 337, Microfilm Records, being an undivided 39600/158400 interest in the Lucy Snipes Allotment No. 1266.

8. Unrecorded Contract of Sale dated April 13, 1970, by and between Carl Dawson and Christine Dawson, husband and wife, Sellers, and Dennis Ferguson and Colleen Ferguson, husband and wife, as Buyers, which said contract is not assumed by Richard N. Emard and Anne Marie Emard, husband and wife, and Dennis Ferguson and Colleen Ferguson, husband and wife, covenant that they will fully pay and perform said contract prior to the time Richard N. Emard and Anne Marie Emard, husband and wife, have paid and performed this contract, and that they will hold them harmless therefrom,

on the following terms and conditions:

FIRST. TOTAL PURCHASE PRICE: The total purchase price is the sum of \$24,000.00.

SECOND. DOWN PAYMENT: Buyers shall pay to Sellers as a down payment on said total purchase price the sum of \$4,000.00, to be paid concurrently with the execution of this agreement, and the execution hereof shall be deemed an acknowledgment of the receipt of said down payment by Sellers. It is understood that this down payment includes any money paid by Buyers as earnest money for the purpose of binding this transaction.

THIRD. PAYMENT OF BALANCE: The balance of the price, being the sum of \$20,000.00, shall be paid in annual installments of not less than \$1,789.44, including interest at 6½%, said annual installments to be first applied against any interest due upon this contract, and the balance applied in reduction of the principal balance. Said annual installments shall commence on February 1, 1978, and be payable on the same day of each successive year thereafter until the total purchase price, both principal and interest, shall have been paid in full. Buyers may prepay the unpaid purchase price or any part thereof at any time without penalty or charge after February 1, 1978. Any amounts so prepaid shall be deemed a credit against the next following installment or installments.

FOURTH. INTEREST: Buyers shall pay interest on all deferred



balances at the rate of 6½% per annum until paid; interest to commence on April 1, 1977.

FIFTH. TAXES AND LIENS: Except as herein expressly provided to the contrary, all current taxes and other assessments on the properties shall be prorated between the parties as of the date of April 1, 1977. Buyers agree to pay all such taxes and assessments thereafter levied before they become delinquent. Buyers further agree to pay and discharge of record all other liens which may thereafter be claimed or imposed against said properties, or any part thereof, within thirty (30) days after the filing thereof or shall supply assurances satisfactory to Sellers that said liens, or any judgments or decrees entered thereon, will be paid and discharged of record.

SIXTH. POSSESSION: Buyers shall be entitled to possession of the above described properties as of April 2, 1977, and may retain such possession only so long as Buyers are not in default herein.

SEVENTH. REPRESENTATION: Buyers certify that this contract is accepted on the basis of Buyers' own examination and personal knowledge of the properties and opinion as to the value thereof; that the only material representations and warranties inducing this transaction are those expressly set forth herein; that no agreement or promise to alter, repair or improve said properties has been made by Sellers or any agent of Sellers; and Buyers hereby agree to take said properties and the improvements thereon in the condition they are in at the time of execution of this agreement. Buyers agree to keep said properties and the improvements in a good condition of repair and maintenance, and Buyers will commit no waste thereof.

EIGHTH. SELLERS' WARRANTIES: Sellers covenant with Buyers as follows: Except as expressly provided herein to the contrary, Sellers are the sole owners of said properties and seized in fee simple of the above described real property; that Sellers' title to the same is marketable; that Sellers have a right to transfer title to the same and possession thereof; that the properties are presently

free from all matured and inchoate liens, charges and encumbrances whatsoever, except as the same may be noted in this agreement; that Buyers shall have quiet enjoyment of the properties and that Sellers will warrant and defend the same against all lawful claims and demands whatsoever, except as stated herein. It is specifically represented to Buyers herein that the real property described in this agreement is encumbered by a Contract of Sale in favor of Carl Dawson and Christine Dawson, husband and wife, dated April 13, 1970, which contract is unrecorded; that Sellers warrant that their warranty deed will be placed in escrow to be delivered to Buyers on payment of the purchase price herein, and that said deed will be given free and clear of any and all mortgage liens.

NINTH. DEFAULT: If Buyers fail to make any of the payments herein stated within thirty (30) days of the specified payment date, or if Buyers fail to perform any of the other terms, covenants or conditions of this contract, and if any such default in payment or performance shall remain uncorrected by Buyers for thirty (30) days after written notice of such default has been given by certified mail by Sellers to Buyers at the Buyers' last known post office address (provided always, that NO NOTICE WHATSOEVER SHALL BE REQUIRED OF SELLERS FOR ANY DEFAULT IN PAYMENT OF ANY DEFERRED INSTALLMENTS OF PURCHASE PRICE), time of payment and strict performance in all things being of the essence of this agreement, Sellers shall have the following rights:

(1) To declare the entire unpaid balance of the purchase price, both principal and interest, immediately due and payable and to exercise any of the following options:

- (a) To sue for the unpaid balance then due on this agreement;
- (b) To foreclose this contract by strict foreclosure in equity; and to the appointment of a receiver during the pendency of the suit;
- (c) To sue for specific enforcement of this agreement;



(2) or, to declare this agreement null and void and to retain as liquidated damages the payments theretofore made under this agreement by Buyers, and any repair and improvements made upon said properties. If Sellers shall so elect to declare this agreement null and void as hereinabove provided, all of the right, title and interest of Buyers shall immediately revert to and revest in Sellers without any other act by Sellers to be performed and without any right of Buyers of reclamation or compensation for money paid or repairs or improvements added, as absolutely, fully and perfectly as if no agreement had ever been made, and Buyers agree to surrender peaceably said properties and the possession thereof to Sellers, or in default thereof Buyers may, at the option of the Sellers, be treated as a tenant holding over unlawfully after expiration of a lease and may be ousted and removed as such. Provided always that the recitation of remedies herein shall not be deemed exclusive and shall not bar the parties from any other or additional or supplemental remedy or remedies afforded at law, in equity, or otherwise.

TENTH. DELINQUENT CHARGES: If Buyers shall fail to pay any taxes, assessments, liens, insurance premiums, or any other expense necessary to preserve Sellers' lien hereby retained, and the value and priority thereof, Sellers, without obligation to do so, and without waiver of Buyers' default, have the right to pay the same, and treat the amount so paid as a debt due and owing from Buyers to Sellers, secured by the lien of this agreement, and to bear interest at contract rate per annum until paid.

ELEVENTH. WAIVER: No waiver of a breach of any covenant, term or condition of this agreement shall be a waiver of any other or subsequent breach of the same, or any other term, covenant or condition, or as a waiver of the term, covenant or condition itself; nor shall such waiver require any notice of any kind to be given to reinstate the defaulted term, covenant or condition, or to make time and strict performance again of the essence.

TWELFTH. TIMBER RIGHTS: It is specifically understood and agreed that Buyers reserve the right to harvest merchantable timber not less than 8" base, when said Buyers have liquidated the principal owing to a dollar figure of \$10,000.00.

THIRTEENTH. PARTIES: The obligations of the undersigned are joint and several, and wherever the context hereof so admits or requires, the singular shall include the plural. This contract contains the entire agreement of the parties and cannot be modified except upon written agreement. This agreement shall benefit and bind the heirs, executors, administrators, successors and assigns of the parties.

FOURTEENTH. ATTORNEY'S FEES: Should suit, action or other legal proceeding be instituted to declare or enforce any right created by this instrument, the prevailing party therein shall be entitled to the costs and disbursements provided by statute, and such other sum as the Court may adjudge reasonable for attorney's fees.

FIFTEENTH. RESTRICTIONS ON ASSIGNMENT: Unless otherwise expressly provided herein, no interest in this contract, nor in and to the properties herein agreed to be sold and conveyed, or any part thereof, shall be sold, conveyed, or in any other manner transferred, assigned, or encumbered by Buyers without the written consent of Sellers first obtained.

SIXTEENTH. ESCROW: As soon as practicable after the execution of this agreement, the parties shall deliver to First Independent Bank, Sifton Office, 14605 N.E. Fourth Plain, Vancouver, Washington 98662, in escrow the following documents:

- (a) A full warranty deed covering the above described real property.
- (b) A recorded Contract of Sale.
- (c) Such escrow instructions as shall meet with the approval of the above named escrow agent.

The parties instruct the above named escrow agent to receive



for collection the installments provided for herein and to remit the same to Sellers as Sellers may from time to time direct. Sellers retain a lien on said properties to secure Buyers' payment and performance hereof; but upon full and faithful payment and performance hereof by Buyers, title shall pass, and the escrow agent shall then deliver to Buyers all instruments deposited in escrow. Fees to establish the escrow shall be paid equally by the parties; periodic collection charges as deferred installments are made shall be paid by Sellers.

SEVENTEENTH. SURVIVORSHIP: It is agreed by the parties hereto that the rights of Sellers herein are the property and for the benefit of Sellers jointly while they are both living, and the property and for the benefit of the survivor of them upon the death of either; that it is the intention of Sellers that the proceeds of all payments upon this contract will be the property of Sellers jointly while they are both living and the property of the survivor of them upon the death of either, said rights of survivorship being in the nature of tenants by the entirety. It is further agreed that this contract is executed in favor of Buyers as tenants by the entirety and with right of survivorship.

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

Dennis J. Ferguson  
Dennis Ferguson

Colleen J. Ferguson  
Colleen Ferguson

SELLERS

Richard N. Emard  
Richard N. Emard

Anne Marie Emard  
Anne Marie Emard

BUYERS

8601

STATE OF <sup>OREGON</sup> WASHINGTON )  
 County of Clatsop ) ss.

May 17, 1977

Personally appeared, before me, the above named DENNIS FERGUSON and COLLEEN FERGUSON, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

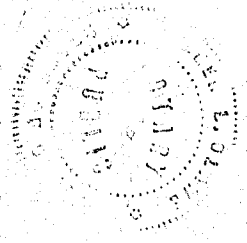


Eileen J. Moore  
 Notary Public for Washington OREGON  
 My Commission Expires: 6-13-80

STATE OF <sup>OREGON</sup> CALIFORNIA )  
 County of Clatsop ) ss.

May 17, 1977

Personally appeared, before me, the above named RICHARD N. EMARD and ANNE MARIE EMARD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Eileen J. Moore  
 Notary Public for California OREGON  
 My Commission Expires: 6-13-80

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of TRANSAMERICA TITLE INS. CO

this 17th day of MAY A. D. 1977 at 3:24 o'clock PM and

duly recorded in Vol. M77, of DEEDS on Page 8594

FEE \$ 24.00

Wm D. MILLER, County Clerk

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LAND SALE CONTRACT  
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After recording  
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