Ne. 147. CONTRACT MTC 608-M 45285 45285 THIS CONTRACT, Made the 17th day of March Rockwood Development Corporation Vol. 78 Page 5794 A 111 THI 1.111 1.111 , 19.78 , between of the County of Marion and State of Oregon , hereinafter called the first party, and Williard R. Lilly, MD, PC Money Purchase Pension Plan of Manath and State of 0regon hereinafter called the second party, WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made Beginning at the Northeast corner of Lot 9, ELM PARK in Klamath County, Oregon; thence North 0°53; West 246.95 feet to a point on the South line of a Canal; thence along the South line of said Canal and along line of a Canal; thence along the South line of said Canal and along the arc of a 714.22 foot radius curve to the left (the chord of which bears North 55°55! West 93.57 feet) a distance of 93.63 feet; thence South 0°05' East 300.63 feet to a point on the North line of said Lot; thence North 89°06! East 80.87 feet to the place of beginning, being (for continuation of this document see attached Exhibit "A" and by this for the sum of Elghty-Seven Thousand and No/100ths-----Dollars (\$87,000.00) on account of which Thirty-Five Thousand and No/100ths----Dollars (\$35,000.00) is paid on the execution hereof (the receipt of which is hardby acknowledged by the first party), and the re-Der cent per annum from STATE OF OF OF OF COUNTY OF THE OF THE OF OF THE ACT OF STATE OF ORREGUE Countr of modand so areas \*\*{ disacts County of restident and that the lotter is the belevan under ada transformer (transfor Carda an (11 Jen 21 - 12 ar 2) Rockwood Devolopment Corporation: maits and there the seal alliest is the breeden international field of the set of t within knownstant to any man. Heady long ton - mengation 7 AQTARY ACTARY さい 1.00 18 2 Commence of a start of the second secon indult comost 5 A The State . .... enteringenetis different The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is \*(A) primarily for buyer's personal, family, household or agricultural purpose, (B)-for an organization or forces of buyer do a network company is don business on ormonossial -purposes other than agricultural posses) is don business on ormonossial -purposes other than agricultural posses). (B)-for up organization or (even if buyer is a netural general) is don business an expensional purposes other than againstitude purposes of the premises, hereby agrees to be any all taxes hereafter levied and all parties hered on an of the date of this contract. The second party, in consideration and premises, hereby agrees to be any all taxes hereafter levied and all parties hered between the parties hered between the parties hered and municipal liens and assessments hereafter levidly imposed upon and supersents hereafter levidle and all premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$f u i ] thereon shall remain, and shall not be removed before final payment be made for said showe described premises. \*IAPORTANT NOTICE: Delete, by lining set; whichever phrase and whichever wereasty (A) or (B) is not explicable. If versonity (A) is applicable a creditor, as such word is defined in the Troth-in-Lending Act and Bepulation Z, the setior MUST comply with the Act and Bepulation by making for this purpose, was Stavana-Ness Parta No. 1308 or sizelar unless the controct will become a first lice to finance the purchase of a dwelling Stavana-Mess Form No. 1207 or similar. STATE OF OREGON. SELLER'S NAME AND ADDRESS County of I certify that the within instruwas received for record on the ment .....day of ..... SUYER'S NAME AND ADDRESS o'clock ..... M., and secorded et ... E RESERVED in book ..... Willaw & hill, MD Money Purchase on page ...... or as FOR tile/reel number RECORDER'S USE Record of Deeds of said county. Witness my hand and 2610 Uhamann, Klannarly Zulle Or my hand and coal of County attixed. Until a change is requested all tex state Same asabove Recording Officer ......Deputy NAME, ADDRESS. ZIJ

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The date of the agreen	the answermonia except the usual print that when said purchase price is fur veying said premises in fee simple of elser of all encumbrances since.	ted exceptions and the building and othe illy paid and upon request and upon has unto the accord, party, his heira and, a suid date placed, pernited or arising by	er restrictions and essements now of rec irrender of the agreement, he will dely sainte: free and icker of encunbrances, 'through or under first party, exception	ord, if any. wer a good s as of the ag, however,
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The true and as coming of or includes	tual consideration paid, for this tran other property of same given of pr tor action is instituted to foreclos	aler, stated in terms of dollars, is \$	Trovisions thereof, second party agrees	
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shall in no (way affect) hereof be held to be a In construing, u requires, the singular p	waiver of any succeeding breach t in contract. It is understood that ronoun shall be taken to mean an it is add saturned and implied	promises to pay such sum as the appet 1 n D 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1	teelf. be more than one person; that if the e teminine and the neuter, and that - isly to corporations and to individus	e context so generally all
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STATE OF OREGON	,	STATE OF OREGON, Co Harch	anty of <u>Marion</u>	) es.
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Sec. Sec.	cknowledged the foregoing inst	file and that the seal affired t	opment Corporation	corporate bald.
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Section 4 of Chapter (1) All instrument cuted and the parties are	618, Orecon Laws 1975, provides ; s contracting to convey fee title to bound, shall be acknowledged, in	, any real property, at a time more that the manner provided for acknowledgmen led by the conveyor not later than 15 de	n 12 months from the date that the life t of deeds, by the owner of the title	ATTANKAL IN CASE
(2) Violation of at	absection (1) of this section is a C	ass B misdemcanor."		
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## of the Willamette Meridian, Klamath County, Oregon.

PARCEL 2: 10 100121001210010 bnc 20101 chl pribulion County, Oregon, Beginning on the North line of Lot 9, ELM PARK in Klamath County, Oregon, at a point which is 80.87 feet South 89°06' West-from the Northeast PARCEL, 2: AVI D corner of said Lot; thence North 0°05' West 300.63 feet to a point on the South line of a Canal; thence along the South line of said Canal and along the arc of a 71% 22 foot radius curve to the left (the chord of which bears North 65°25' West 143.05 feet) a distance of 143.29 feet; which bears worth b5-25' West 143.05 feet) a distance of 143.29 feet; thence South 0°05' East 362.19 feet to a point on the North line of said Elm Park; thence North 89°06' East 130.01 feet to the place of beginning, being situated in the SW 1/4 of Section 34, Township 38 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon. PARCEL 3:

PARCEL 3: Beginning on the North line of ELM PARK in Klamath County, Oregon, at a point which is 210.88 feet South 89°06' West from the Northeast corner of Lot 9, ELM PARK; thence South 89°06' West 170.52 feet to a point; thance North 0°05' West 400.59 feet to a point on the South line of a Canal; thence along the South line of said Canal and along the arc of a 714.22 foot radius curve to the left to a point which is North 0°05' West 362.19 feet from the point of beginning; thence South 0°05' East 362.19 feet to the place of beginning, being situated in the SW 1/4 of Section 34. Township 38 Southwolkange 9 East of the Willamette Meridian, Klamath County, Oregon.

Klamath County, Oregon. Subject, however, to the followingersh this and subject to the statutory 1. AThe premises herein described are within and subject to the statutory powers, including the power of assessment, nof South Suburban Sanitary powers., Districtinuo2 .3MJIM .0 .9W

2. The premises berein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.

3. Reservations as contained. I modeed recorded September 19, 1944 in Volume 169, page 113, Deed Records of Klamath County, Oregon, to-wit: "Subject, to existing contracts with the United States and the

Klamath Irrigation District for Irrigation and drainage; also subject to rights of way for irrigation and drainage ditches and 6. S. (

canals, and subject to the further right to take water across and along said land for the use of other lands in the Klamath irrigation District, and specifically that existing irrigation ditches used for the irrigation of other land shall be maintained permanently." 4. The effect of easement to South Suburban Sanitary District as recorded January 6, 1971 in Volume M71, page 74, Microfilm Records of

Klamath County, Oregon. Faulty description makes it impossible to show exact location of easement

5. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances 5

Dated: April 20, 1976 Recorded: June 15, 1976 Volume: M76, page 8817, Microfilm\_Records of Klamath County, Oregon Amount: \$26,000.00

Mortgagor: Hammond Development Corporation

Mortgagee: Norman H. Schaublin and Leotine V. Schaublin (Affects Parcel 1), which Buyer herein does not assume and agree to pay, and Seller further covenants to and with Buyer that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released

from the lien of said mortgage upon payment of this contract 6. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated:

Recorded

August 5, 1976 August 16, 1976 H76, page 12643, Microfilm Records of Klameth County, Volume: Oregon:

\$18,000.00 Amount:

Hortgagor: Rockwood Development Corporation (formerly known as Hammond Development Corporation)

Owen G. Miller, Jr. Mortgagee:

Sald mortgage was assigned by instrument recorded June 9, 1977 in Volume M77, page 10013, Microfilm Records of Klamath County, Oregon To: Owen G. Miller, M.D., which Buyer herein does not assume and agree to pay, and Seller further covenants to and with Buyer that the said prior mortgage shall be paid in full prior to, or at the time this contra is fully paid and that said above described real property will be release from the lien of said mortgage upon payment of this contract.

of the willamette Meridian, Klamath County, Oregon 7. Hortgage, including the terms and provisions thereof, given to 08A8 nsecure, annindebtedness with interest thereon and such future advances as may be provided with interest thereon and such future advances as mays bet provided mucharein. 20 CS divoz Jost Michael Such future advances Dated:nlog c of July 60. 1977: 2000 divoz Jost Michael 101 black of Recorded:blos To Augusti 2001977: 2001c obnadi : 1000 c to soli divoz di Volume: 012 shi) A77, page 33830, Microfilm Records of Klamath County, Oregon 25. Et to sonate be (1001 c) to solar conty, Amount: 5011 divos 200 conty Amount:soil ding\$3315009000000 s of 1991 Amount:soll ntro\$33,500,000 or soll soll to the formation Mortgagoria soll Rockwood Development Corporation "Mortgagee: soll Norman"H: Schaubiln, and Leotine V. Schaubiln, JT/WROS, which Buyer herein does not assume and agree to pay, and Seller further which payer herein does not assume and agree to pay, and Seller further covenants to and with Buyer that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract. to only such shi no in or this contract. a lo one discound bus level bloc to snill discound shows and the said that the said shows and shows and the said the said that the said shows and the said that the said shows a show the said that the said show the same show the said that the said that the said that the said show the same 210 22 foot radius curve to the left to a point which is North 0.05' V2 and ni brate OF OREGON COUNTY OF KUMATH. S. 1201 PL SCL 1204 W2 and ni brate OF OREGON thence South 0°05' East nalbinad ottamatility and to the device of <u>Mountain Tiple Co.</u> violulaise and of ion [9:28ch day of <u>Marchalunii A</u> De 19.78 of 9:46 clock A M. on me in violulaise and ion page 5794 violulaise and the second of the se The design of the second of the second secon 214400 a a la tel C Sisting: 3 Reservations as contail@.slf:meTeed recorded September 19, 1944 in Volume 169, page 113, 0ced Records of Klamath County, Oregon, to-wit: "Subject, to existing contracts with the United States and the Slamath Intidation Sisting for Infigation and draitage; also studies: to rights of way for infigation and draitage; also studies: to rights of way for infigation and draitage; also studies: to rights of way for infigation and draitage; also studies: to rights of way for infigation and draitage. canels, and subject to the further right to take water across and along and hand for the use of other lands in the Klameth irrigation fistrief, and specifically that existing irrigation dicthes used for the relation of other land shaft is maintained permanantly. Or the colocition of order land shell to methic new 4. The effect of easement to South Suburban Senitary District as-recorded January 5, 1971 in Volume Wit, page 74, Piccofilm Records of Klamath County, Oregon, Faulty description makes it impossible to show nortgage, including the terms and provisions thereof, given to are an indebtedness with interest thereon and such future advances anusse as may be provided cherein April 20. 1976 Recorded: June 15, 1976 Volume: M76, page 8817, Microfilm Records of Klamath County, Gregon Amount: \$26,000.00 Hannond Development Corporation 1100401108 Nortgagee: Norman H. Schaublin and Leotine V. Schaublin Mfrects farces 1), which Buyer herein does not assume and agree to pay, and Seller further covenants to and with Buyar that the said prior mortgege shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released rom the lien of said mortgage upon payment of this contract 5. Norigage, Including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein August 5, 1976 August 16, 1976 · borst : bebroos alo, seen 12643, Microffim Records of Klamath County. : onulov nnon10 Jouant 003000,848 Sockaud Severation Corporation (formerly known as Hamond Horitganore (nolterograf) forgeter) St. Astlin . D new0 : repartson Said northage was assigned by Instrument recorded June 9, 1977 In Volume N77, page 10013, discrotila Records of Klamath County, Oregon Tot Swen (...Miller, H.O., which Buyer hereig does not assume and agree to pay, and Seller further covenants to and with Suver that the said prior morigane soall be paid in full prior to, or at the time this contra is fully valueed that sold above described real property will be release from the lies of said mortgage upon payment of this contract.