

THIS CONTRACT made this 31st day of July 1978 between Louise A. Ike and Carl A. Mancoski and Vincent Di Leva and Mary Di Leva, husband and wife, and Mary E. Scalo

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described land and premises situated in Yamath County, State of Oregon to-wit:

(See attached Exhibit "A" incorporated herein as if fully set forth.)

for the sum of Fourteen thousand and no/100 Dollars (\$14,000.00) (hereinafter called the purchase price) of which One thousand five hundred and no/100 Dollars (\$1,500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), the buyer agrees to pay the remainder of said purchase price (to-wit: \$12,500.00) to the order of the seller in monthly payments of not less than One hundred Fifty-Five and no/100 Dollars (\$155.00) each, or more, as payment without penalty,

payable on the 30th day of each month hereafter beginning with the month of August 1978, and continuing until the purchase price is fully paid. All of said purchase price may be paid at any time; all interest accrued on said purchase price shall bear interest at the rate of 8 1/2 percent per annum from July 2, 1978, until paid. Interest to be paid monthly and (bank included in the minimum monthly payments above required. Taxes on land purchased for the current tax year shall be pro-rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily the buyer's personal property, and (B) not subject to any lien or other claim of any person other than agricultural lienholders. The buyer shall be responsible for the payment of all taxes, including but not limited to, property taxes, and shall be responsible for the payment of all charges, including but not limited to, recording charges, and shall be responsible for the payment of all charges, including but not limited to, recording charges, and shall be responsible for the payment of all charges, including but not limited to, recording charges.

The seller agrees that at the signing and execution hereof, he will deliver unto the buyer a title insurance policy insuring (a) an amount equal to said purchase price, (b) the title to the land, and (c) the title to the improvements thereon, and will also deliver unto the buyer a deed conveying said premises in fee simple unto the buyer, this deed and warranty (the exact form of which shall be determined by the parties hereto and shall be subject to the approval of the seller) and shall be subject to the approval of the seller. The seller shall be responsible for the payment of all charges, including but not limited to, recording charges, and shall be responsible for the payment of all charges, including but not limited to, recording charges.

WARRANTY NOTICE: Buyer by signing this contract agrees and warrants to the seller that (a) the purchase price is not to be used for any purpose other than the purchase of the real property described in this contract, and (b) the purchase price is not to be used for any purpose other than the purchase of the real property described in this contract.

STATE OF OREGON, County of Yamath, I, Mary E. Scalo, certify that the within instrument was received for record on the 19th day of August 1978 at 10 o'clock A.M. and recorded in book _____ on page _____ or as filed number _____ Record of Deeds of said county. Witness my hand and seal of County affixed. Recording Officer Deputy

78 AUG 7 11 10 AM '78

1973

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of August, 1973.

The sum and actual consideration paid for this transfer, which is hereby acknowledged, is \$1,000.00.

In consideration of the foregoing, the undersigned hereby certifies that the foregoing instrument is a true and correct copy of the original instrument as the same appears on the records of the County of Los Angeles, California.

In testimony whereof, I have hereunto set my hand and affixed my official seal this 12th day of August, 1973.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 12th day of August, 1973.

STATE OF CALIFORNIA, County of Los Angeles, I, the undersigned, Clerk of the County of Los Angeles, do hereby certify that the foregoing instrument is a true and correct copy of the original instrument as the same appears on the records of the County of Los Angeles, California.

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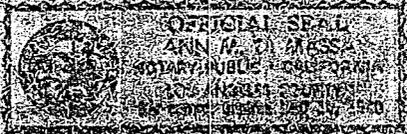
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Mary Public for California, 12-19-70

A parcel of land situated in the NW 1/4 of Section 14, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a 5/8" iron pin on the West line of the SE 1/4 of the NW 1/4 of said Section 14 from which the Southwest corner of the NE 1/4 of the NW 1/4 of said Section 14 bears North 00° 10' 10" East 409.98 feet; thence from said point of beginning South 00° 18' 16" West along the West line of the SE 1/4 of the NW 1/4 of said Section 14 791.17 feet to a 5/8" iron pin; thence North 59° 35' 57" East 1102.39 feet; thence North 79° 15' feet; thence South 89° 15' 57" West 1100.03 feet to the point of beginning.

TOGETHER WITH:

Exhibit A: An easement 60 feet in width, measured at right angles, for purposes of ingress and egress of which the centerline is more particularly described as follows:

Beginning at a point on the South line of the NW 1/4 NW 1/4 of Section 14 and the centerline of an existing road, from which the Southeast corner of the NE 1/4 NW 1/4 of said Section 14 bears South 69° 59' 40" East 616.00 feet; thence from said point of beginning Northeast along the centerline of an existing road, the following six bearings and distances: North 21° 16' 56" East 31.74 feet; North 26° 36' 36" East 66.98 feet; North 45° 19' 31" East 133.72 feet; North 52° 35' 15" East 217.59 feet; North 78° 36' 57" East 65.21 feet; South 89° 54' 12" East 245.57 feet to a point on the West line of the NE 1/4 NW 1/4 of said Section 14, from which the Southeast corner of the NE 1/4 NW 1/4 of said Section 14 bears South 00° 10' 10" West 409.98 feet.

Exhibit B: An easement for purposes of ingress and egress lying 30 feet northerly measured at right angles and adjacent to the following described line:

Beginning at a point on the West line of the NE 1/4 NW 1/4 of Section 14, from which the Southwest corner of the NE 1/4 NW 1/4 of said Section 14 bears South 00° 10' 10" West 409.98 feet; thence from said point of beginning South 89° 54' 02" East 1300.46 feet; thence South 59° 54' 30" East 1989.96 feet to a point on the East line of the W 1/2 NE 1/4 NW 1/4 of said Section 14.

Exhibit C: An easement for purposes of ingress and egress lying 30 feet southerly measured at right angles, and adjacent to the following described line:

Beginning at a point on the West line of the NE 1/4 NW 1/4 of Section 14, from which the Southwest corner of the NE 1/4 NW 1/4 of said Section 14 bears South 00° 10' 10" West 409.98 feet; thence from said point of beginning South 89° 54' 02" East 1300.46 feet; thence South 59° 54' 30" East 1989.96 feet to a point on the East line of the W 1/2 NE 1/4 NW 1/4 of said Section 14.

Exhibit D: An easement for purposes of ingress and egress lying 30 feet southerly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the southwest corner of the NE1/4 of Section 14 bears the following three bearings and distances: North 35° 54' 30" West 902.78 feet, North 89° 54' 02" West 130.23 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 35° 54' 30" East 1077.7 feet to a point on the East line of the NW1/4 of said Section 14.

Exhibit E: An easement 30 feet in width for purposes of ingress and egress lying 30 feet westerly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the southwest corner of the NW1/4 of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning, South 217.18 feet to a point on the South line of the NE1/4 of said Section 14.

Exhibit G: An easement 30 feet in width for purposes of ingress and egress lying 30 feet easterly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the southwest corner of the NE1/4 of Section 14 bears the following two bearings and distances: North 89° 54' 02" West 1097.61 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning, South 217.18 feet to a point on the South line of the NE1/4 of said Section 14.

Exhibit H: An easement 30 feet in width for purposes of ingress and egress lying 30 feet easterly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the southwest corner of the NE1/4 of Section 14 bears the following three bearings and distances: North 35° 54' 30" West 902.78 feet, North 89° 54' 02" West 130.23 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 2362.54 feet to a point on the South line of the NW1/4 of said Section 14.

Exhibit I: An easement 30 feet in width for purposes of ingress and egress lying 30 feet easterly, measured at right angles, and adjacent to the following described line:

Beginning at a point, from which the southwest corner of the NE1/4 of Section 14 bears the following three bearings and distances: North 35° 54' 30" West 902.78 feet, North 89° 54' 02" West 130.23 feet, South 00° 10' 16" West 391.19 feet; thence from said point of beginning South 2362.54 feet to a point on the South line of the NW1/4 of said Section 14.

SUBJECT TO an easement for purposes of ingress and egress lying 30 feet southerly, measured at right angles from adjacent to the following described line:

Beginning at a point on the west line of the NW 1/4 of Section 14, from which the Southwest corner of the NE 1/4 of said Section 14 bears South 00° 00' 00" West 351.14 feet, thence from said point of beginning South 02° 34' 03" East 1097.61 feet to a point.

AND an easement 30 feet in width for purposes of ingress and egress more particularly described as follows:

The Easterly 30 feet of the above described property.

Subject, however, to the following:

1. Taxes for the year 1978-79 are now a lien but not yet payable.
2. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
3. Reservations and restrictions, including the terms and provisions thereof, as set forth in approved instrument deed from Marion Nelson to Weyerhaeuser Timber Company, recorded May 15, 1963 in Book 345 at Page 293, Deed Records, to wit: There is reserved from the lands hereby granted (1) right of way to the Southern Pacific Railway Company for a railroad approved by the first Assistant Secretary to the Interior on February 4, 1914 (2) right of way to Bonneville Power Administration for electric transmission lines for a period not exceeding 50 years from September 14, 1937. This conveyance is subject to any existing easements for public roads and highways, for public utilities and for railroads and pipelines and for any other easements or rights of way of record. All subsurface rights except water, are hereby reserved, in trust, by the grantor pursuant to the provisions of the Act of August 13, 1954, 69 Stat. 726, 44 U.S.C. Sec. 14, Twp. 34 S., R. 7 E.W.M.)
4. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$25,000.00

Dated April 24, 1968
 Recorded April 22, 1968 Book: 3-61 Page: 2931
 Mortgagor Earl A. Scherer and Hallie B. Scherer, husband and wife

Mortgagee The Federal Land Bank of Spokane, a corporation.
 (Covers additional property), which Buyers herein do not assume and agree to pay, and Seller further covenants to and with Buyers 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.

5. An easement created by instrument, including the terms and provisions thereof
- Recorded April 2, 1972 Book: 4-22 Page: 4568
 In favor of G. E. Rutledge and Phyllis Rutledge
 For Right of ingress and egress over portion Section 11

6. Contract, including the terms and provisions thereof,
 Dated January 26, 1972
 Recorded February 1, 1972 Book 412 Page 1970
 Vendor John M. Schoonover and Arma Faye Schoonover,
 husband and wife,
 Vendee Lawrence Lee Marsh and Carlis M. Marsh, husband and
 wife, as to an undivided one-half interest, and Ruth
 H. Marsh as to a divided one-half interest. This
 Contract of Sale was assigned by Lawrence Lee Marsh
 and Carlis M. Marsh and Ruth H. Ike by instrument
 dated July 6, 1972 and recorded July 14, 1972 in
 Book 4225 to Ruth H. Ike, which Buyers
 hereby do not assume and agree to pay, and Seller
 further covenants to and with Buyers that the said
 prior contract 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 contract upon payment of this contract.

STATE OF OREGON, COUNTY OF CLATSOP;

Filed for record at request of Transcendent Title Co.

on the 22nd day of February A. D. 1972 at 10:42 o'clock A.M., ow

myself received in Vol. 412 of Books on Page 17205

Wm. D. MICH, County Clerk

William D. Mich

Fee \$10.00