

THIS AGREEMENT, made and entered into this 1st day of November, 1978, by and between JERRY OLDENKAMP; hereinafter called Vendor, and L.M.C. FAMILY TRUST, hereinafter called Vendee,

W I T N E S S E T H:

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

PARCEL 1: The South half Northwest quarter; Northwest quarter South-west quarter of Section 25; the South half Southeast quarter North-east quarter; Northeast quarter Northeast quarter Southeast quarter; East half Northwest quarter Northeast quarter Southeast quarter; Southeast quarter Northeast quarter Southeast quarter of Section 26, all in Township 35 South, Range 10 E.W.M.;

PARCEL 2: The North half Northwest quarter of Section 25, Township 35 South, Range 10 E.W.M.

SUBJECT TO: (1) Rights of the public in and to any portion of the herein described property lying within the limits of roads and highways; (2) Reservation of subsurface rights, except water, to the heirs of George Brown, their heirs and assigns as disclosed by Patent recorded June 1, 1956, in Book 283, page 500, Deed Records of Klamath County, Oregon; (3) Reservation of subsurface rights, except water, for the heirs of Able Walker, Klamath Allottee No. 721, as disclosed by Patent recorded September 5, 1956, in Book 286, page 351, Klamath County Deed Records; (4) Reservation of subsurface rights, except water, to the heirs of Mary Chiloquin, their heirs and assigns as disclosed by Patent recorded April 19, 1956 in Book 282, page 355, Deed Records of Klamath County, Oregon; and (5) Easements and rights of way of record or apparent on the land,

at and for a price of \$93,000.00, payable as follows, to-wit:
 \$26,000.00 at the time of the execution of this agreement, receipt of which is hereby acknowledged; \$67,000.00 with interest at the rate of 8 1/2% per annum from November 15, 1978, payable in installments as follows:
 \$1675.00 plus the accruing interest on February 15, 1979; \$1675.00 plus the accruing interest on May 15, 1979; \$1675.00 plus the accruing interest on August 15, 1979; \$1675.00 plus the accruing interest on November 15, 1979; and \$1675.00 plus the accruing interest on the 15th day of every February, May, August and November thereafter until the full balance and interest are paid. Vendee may prepay the contract balance in full, without penalty, at any time during or after the third tax year of this agreement, but no prepayment may be made prior thereto.

It is understood and agreed that vendor is purchasing the herein described property under contract from Jack F. and Erlene G. Simington, which contract is held in escrow at Chiloquin, Oregon branch of United States

National Bank of Oregon, which is not assumed by vendee, and vendor agrees to pay said contract as the same becomes due and to hold vendee harmless therefrom, and further agrees that the escrow holder herein-after mentioned will be instructed to apply all payments made hereunder by vendee to the payment of said Simington contract until the same has been fully paid.

Vendee agrees to make said payments promptly on the dates above named to the order of Vendor at the Chiloquin, Oregon branch of United States National Bank of Oregon, at Chiloquin, Oregon; to keep said property at all times in as good condition as the same now is; that no improvement now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid, and that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than insurable value, with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee with copy or copies thereof to be furnished vendor.

Vendee further agrees that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and encumbrances 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 encumbrances whatsoever having precedence over the rights of vendor in and to said property. Vendee shall be entitled to possession of said property on or before December 15, 1978.

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 encumbrances whatsoever, except as above set forth, which vendee assumes, and will place said deed and a policy of title insurance, together with one of these agreements, in escrow at Chiloquin, Oregon branch of United States National Bank of Oregon at Chiloquin, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said escrow 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.

fine ✓ ~~Escrow fees shall be deducted from the first payment made hereunder.~~
The escrow holder may deduct collection fee from said quarterly payments.

In the event 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 this 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 revest in the 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.

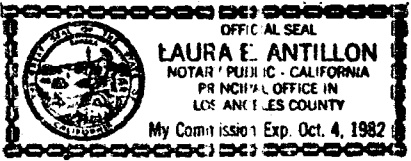
Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise 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, vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorneys fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions 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.

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

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



Jerry Oldenkamp
Jerry Oldenkamp, Vendor

L. M. C. FAMILY TRUST

BY Lois L. McMillan, Trustee
Lois L. McMillan, Trustee
Vendee

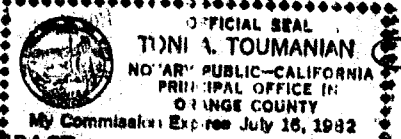
STATE OF California)
County of Los Angeles) SS November 14, 1978

Personally appeared the above named JERRY OLDENKAMP and acknowledged the foregoing instrument to be his voluntary act. Before me:

Laura E. Antillon
Notary Public for Los Angeles County
My Commission expires: Oct. 4, 1982

STATE OF California)
County of Orange) SS November 13, 1978

Personally appeared Lois L. McMillan and acknowledged she is the duly appointed Trustee of the L.M.C. Family Trust, and that she executed said instrument in such capacity and is acting under her right and authority under the terms of said trust. Before me: Toni A. Toumanian



Toni A. Toumanian
Notary Public for California, Orange County
My Commission expires: July 16, 1982

3 CONTRACT
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 17th day of November A.D., 1978 at 3:52 o'clock P M., and duly recorded in Vol M78 of Deeds on Page 26108.

FEE \$9.00

WM. D. MILNE, County Clerk
By Bertha S. Satch Deputy