

A-29698

1 THIS AGREEMENT made and entered into by and between JAMES D. KOOPMANN and
2 PAMELA K. KOOPMANN, husband and wife, hereinafter referred to as Koopmann, and
3 CHARLES W. LANDRY and WILLENE J. LANDRY, husband and wife, hereinafter referred
4 to as Landry,

W I T N E S S E T H:

5
6 WHEREAS, Koopmann and Landry are purchasing the following-described real
7 property situated in Klamath County, Oregon, to-wit:

8 The SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 17, Township 39 South, Range 8 East of the Wil-
9 lamette Meridian, according to the official plat thereof on file in
10 the office of the County Clerk of Klamath County, Oregon,
11 on a contract of sale from Eugene A. Weaver and Mary E. Weaver, husband and wife,
12 as to a 50% interest, and Alvin D. Ray, as to a 50% interest in the property; and

13 WHEREAS, Koopmann and Landry desire to reach an agreement as to their res-
14 pective rights in the entire property:

15 NOW THEREFORE, in consideration of these premises and of the covenants here-
16 inafter contained, it is mutually agreed by and between the parties as follows:

17 Koopmann shall be the owner of an undivided one-half interest in the
18 above-described property as tenants in common; and Landry shall be the owner of
19 an undivided one-half interest in the above-described property as tenants in
20 common.

21 2. The parties shall contribute equally to the real property taxes assessed
22 against the property. If either of the parties should establish any improvements
23 or structures upon the property, that party shall pay the real property taxes
24 levied against the improvements or structures.

25 3. If either of the parties to this agreement should receive an offer from
26 a third party to purchase their interest in the real property, before accepting
27 the offer from the third party the party receiving the offer shall offer to sell
28 to the other party to this agreement on the same terms and conditions as con-
29 tained in the offer from the third party. The party to this agreement receiving
30 such an offer shall have 30 days in which to accept or reject the offer from the
31 other party to this agreement. If the offer is not accepted within 30 days or is
32 rejected, then the party making the offer shall be entitled to accept the offer
to purchase from the third party on the same terms and conditions.

4. Each of the parties to this agreement shall pay one-half of the payments due on the contract of sale with Eugene A. Weaver and Mary E. Weaver, husband and wife, and Alvin D. Ray. The parties to this agreement shall pool their money and make one payment to the Western Bank, escrow holder of said agreement, for the purposes of keeping collection costs to a minimum. If either party to this agreement should fail to pay his one-half of the payment the other party may make said payment and shall have a lien against the property interest of the party not making his payment.

5. In case suit or action is instituted to foreclose the lien created by this agreement to enforce any of the provisions hereof or for damages for the breach of any of the provisions of this agreement, the prevailing party in said suit or action shall be entitled to recover from the other party such sum as a court, including an appellate court if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action or appeal.

6. This agreement shall be binding upon the parties hereto, their heirs, executors and assigns.

IN WITNESS WHEREOF, the parties have executed this agreement the 13 day of December, 1978.

James D. Koopmann
James D. Koopmann

Charles W. Landry
Charles W. Landry

Pamela K. Koopmann
Pamela K. Koopmann

Willene J. Landry
Willene J. Landry

STATE OF OREGON)
County of Klamath) SS

On this 13 day of December, 1978, personally appeared the above-named James D. Koopmann and Pamela K. Koopmann, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

My Commission Expires: 8-5-79

[Signature]
Notary Public for Oregon
My commission expires 8-5-79

STATE OF OREGON)
County of Klamath) SS

On this 13 day of December, 1978, personally appeared the above-named Charles W. Landry and Willene J. Landry, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

My Commission Expires: 8-5-79

[Signature]
Notary Public for Oregon
My commission expires 8-5-79

Agreement - Page 2.

WILLIAM L. SISEMORE
Attorney at Law
540 Main Street
KLAMATH FALLS, ORE.
97601
503/882-7229

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of December A.D., 1978 at 11:12 o'clock AM., and duly recorded in Vol. 14-78 of Deeds on Page 27994.

FEE \$6.00

WM. D. MILNE, County Clerk

By Jeacqueline J. Metter Deputy

Return to Charles Landry PO Box 414 Klamath Falls, OR 97601