

THIS AGREEMENT made and entered into this 24th day of January 1979, by and between THOMAS J. O'HARRA and RUTH M. O'HARRA, husband and wife, hereinafter called Seller, and PADDOCK REAL ESTATE COMPANY, named

Oregon Corporation, a Wisconsin corporation, herein called Buyer, (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

IT IS HEREBY AGREED BY THE PARTIES hereto to the intent and purpose set forth below, that the parties hereto do hereby make and enter into this instrument, which is to be known as the "WITNESSETH" instrument, to witness and acknowledge the premises and the following agreement:

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller, for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situated in Klamath County, State of Oregon,

to-wit: Lot 1, Block 3, FIRST ADDITION TO ALTAMONT ACRES, in the County of Klamath, State of Oregon.

SUBJECT TO: All future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land; regulations, including levies, liens and utility assessments of the City of Klamath Falls; regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District; regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District.

The purchase price thereof shall be the sum of \$ 82,500.00, payable as follows: \$ 8,250.00 upon the execution hereof; the balance of \$ 74,250.00 shall be paid in monthly installments of \$ 850.00

including interest at the rate of 10% per annum on the unpaid balances, the first such installment to be paid on the

5th day of February, 1979, and a further and like installment to be paid on or before the 5th day of

every month thereafter until the entire purchase price, including both principal and interest, is paid in full, January 15, 1989, at which time the entire unpaid balance with interest to date of payment shall be due and payable.

It is mutually agreed as follows:

1. Interest as aforesaid shall commence from date hereof, Buyer shall be entitled to possession of the property as of the date hereof.

2. After //, Buyer shall have the privilege by increasing the liability of prepaying the entire balance with interest, up to the date of payment.

3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same, for any reason, assessments, liens, purported liens, and encumbrances of whatsoever kind affecting said property after this date, provided all such taxes, assessments and charges for the current year shall be pro-rated as of the date hereof, and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor.

4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any; all as their interests appear at the time of loss, all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession;

5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller; Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller;

6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at United States National Bank of Oregon,

Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller;

7. Until a change is requested, all tax statements shall be sent to the following address:

Paddock Real Estate Company  
2972 South Sixth Street  
Klamath Falls, Oregon 97601

