

THIS CONTRACT, Made this 19 day of March, 1979, between  
Gary D. Lewellyn and Yvonne E. Lewellyn, husband and wife,  
and John S. Kronenberger and John P. Kronenberger, Jr., hereinafter called the seller

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 lands and premises situated in Klamath County, State of Oregon, to-wit:

That portion of the SW $\frac{1}{4}$  Section 24, and the N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$  Section 25, lying East of the Southern Pacific Railroad and Westerly of the center thread of the Williamson River, in Township 32 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Subject, however, to the following:  
1. Rights of the public and of governmental bodies in that portion of the above described property lying below the high water mark of Williamson River and the ownership of the State of Oregon in that portion lying below the high water mark thereof  
2. An easement created by instrument, including the terms and provisions thereof,

Dated June 27, 1928  
Recorded August 10, 1928 Book: 82 Page: 128  
(For continuation of this contract, see reverse side of this document.)

for the sum of Fifteen thousand and no/100 Dollars (\$15,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: as part of the consideration herein Buyers agree to assume and pay that certain unrecorded contract of sale dated August 21, 1974--John Kalita, et ux, Sellers, and L. D. Thompson, et ux, Buyers, with interest paid to March 16, 1979, which is escrowed at the U. S. National Bank of Oregon--Chiloquih Branch, Chiloquih, Oregon 97624; and sale dated May 30, 1977--L. D. Thompson, et ux, Sellers, to Gary D. Lewellyn, et ux, Buyers, Escrow Number 1205, with a present unpaid balance of \$9,257.62 with interest paid to June 1, 1978, which is escrowed

(For continuation of this contract, see attached Exhibit "A" and by this reference incorporated herein as if fully set forth herein.) \*continued on attached sheet.  
The following warranties to and covenants with the seller are hereby made by the seller:  
(A) primarily for buyer's personal, family, household or agricultural purposes;  
(B) for commercial or business purposes;  
All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 8 1/2 per cent per annum from March 16, 1979 until paid; interest to be paid annually and being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.  
The buyer shall be entitled to possession of said lands on March 15, 1979, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly, before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ none in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.  
The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)  
IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

STATE OF OREGON,  
County of Clatsop  
I certify that the within instrument was received for record on the 19 day of March, 1979, at 10 o'clock AM, and recorded in book 19 on page 7819 or as file/reel number 19  
Record of Deeds of said county.  
Witness my hand and seal of County affixed.  
By Shirley R. Box 590 Chiloquih, Ore 97624 Recording Officer  
Deputy

SELLER'S NAME AND ADDRESS  
BUYER'S NAME AND ADDRESS  
After recording return to:  
NAME, ADDRESS, ZIP  
Until a change is requested all tax statements shall be sent to the following address:  
NAME, ADDRESS, ZIP



\* at the U. S. National Bank of Oregon--Chiloquin Branch, Chiloquin, Oregon 97624; and the remainder to be paid to the order of the Sellers at the times and in the amounts as follows, to-wit:

\$ 12,726.88 with interest at the rate of 8 1/4% from March 16, 1979, payable in annual installments of not less than \$1,919.00, including interest at the rate of 8 1/4%. The first annual installment to commence on March 15, 1980, and shall continue on the 15th day of March of each year thereafter until the full balance and interest are paid in full.

Buyers specifically agree to pay the full contract balance on or before March 15, 1984.

STATE OF OREGON,

County of Jackson } ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 28 day of March, 1979, before me, the undersigned, a Notary Public in, and for said County and State, personally appeared the within named Gary D. Jewelllyn & Myronne E. Jewelllyn

known to me to be the identical individual S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Rosalind Samuels  
Notary Public for Oregon.

My Commission expires 1-16-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 9th day of April, A. D. 1979 at 3:37 clock P. M., and

fully recorded in Vol. 479, of Deeds on Page 7819

Wm D. MILNE, County Clerk

By Bernetha A. Ketch

Fee \$9.00

Exhibit "A"