

ADDENDUM TO CONTRACT

THIS AGREEMENT made by and between MABEL McMELLIN, hereinafter called "Seller", and CALVIN A. BRIDGESTOCK, hereinafter called "Buyer".

R E C I T A L S:

A. Seller and Buyer entered into a Contract-Real Estate on the 9th day of September, 1977, a copy of which is attached hereto, marked as Exhibit "A" and made a part hereof.

B. According to the terms of the Contract, the entire amount of principal and interest became due on the 9th day of September, 1979. The parties desire to modify the terms of said Contract-Real Estate.

W I T N E S S E T H:

In consideration of the covenants hereinafter contained, the parties agree as follows:

1. That the interest due under said Contract shall be 12% per annum beginning September 9, 1979 and to continue until paid.

2. That the monthly payments due hereunder shall be in the sum of not less than \$300.00 per month, including interest; first payment to be made on the 9th day of September, 1979 and a like payment on the 9th day of each month thereafter until the entire balance, both principal and interest, are paid in full.

3. In addition to the monthly payments herein set forth, Buyer shall pay the sum of not less than \$10,000.00 upon said Contract on or before October 1, 1979.

4. The entire balance due hereunder shall be paid in full on or before the 9th day of February, 1982.

5. Prepayment may be made upon this contract without penalty of interest.

All other terms and conditions of that Contract-Real Estate dated September 9, 1977 shall be in full force and effect

/ / /

1. ADDENDUM TO CONTRACT

except as specifically modified herein.

WITNESS the hands of the parties this 28 day of  
September, 1979.

Mabel McMellin  
Calvin C. Bridgestock

STATE OF OREGON     )  
                          ) ss. September 28, 1979.  
County of Klamath    )

Personally appeared the above-named MABEL McMELLIN  
and acknowledged the foregoing instrument to be her voluntary  
act. Before me:

William P. Brandsness  
Notary Public for Oregon  
My Commission expires: 9-16-81

STATE OF OREGON     )  
                          ) ss. September 28, 1979.  
County of Klamath    )

Personally appeared the above-named CALVIN A.  
BRIDGESTOCK, and acknowledged the foregoing instrument to be  
his voluntary act. Before me:

Patricia C. Stratman  
Notary Public for Oregon  
My Commission expires: 10/24/83

CONTRACT—REAL ESTATE

23349

THIS CONTRACT, Made this 9th day of September, 1977, between  
Mabel McMellin  
and Calvin A. Bridgestock  
hereinafter called the seller,  
hereinafter called the buyer,

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:

See attached legal description set forth in the attached Exhibit "A" and by this reference incorporated herein as if fully set forth.

for the sum of Eighty-Thousand and No/100ths-----Dollars (\$ 80,000.00 )  
(hereinafter called the purchase price) on account of which Fifteen Thousand and No/100ths---  
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, Buyer agrees to assume and pay that certain unrecorded Contract of Sale dated July 10, 1972 - Frank E. Williams and Dalice E. Williams husband and wife, Sellers, and Edward B. Saunders, et ux, as Buyers, assigned by instrument dated 8-17-72 to William Oscar Trent and Mary Frances Trent, assigned by instrument dated 6-20-75 to Mabel McMellin, Escrow No. 3010, with a present unpaid balance of \$19,934.33 with interest paid to July 25, 1977, which is escrowed at FFS & L Association, 540 Main Street, Klamath Falls, Oregon 97601; and Buyer further agrees to assume that certain unrecorded Contract of Sale dated June 20, 1975 - William Oscar Trent and Mary Frances Trent, Sellers, and Mabel McMellin, Buyer, Escrow No. 4138, with a present balance of \$20,839.70 with interest paid to Sept. 9, 1977 which is escrowed at FFS & L Association, 540 Main (for continuation of this contract see reverse side of this document)

The buyer warrants to and covenants with the seller that the real property described in this contract is

(A) primarily for buyer's personal, family, household or agricultural purposes,

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural 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 September 9, until paid, interest to be paid monthly and (in addition to 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 September 9, 1977, 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 full insurable value 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 seller on or subsequent to the date of this agreement, save and except the usual printed exceptions 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.

Mabel McMellin  
2043 Melrose  
Klamath Falls, Oregon 97601  
SELLER'S NAME AND ADDRESS  
Calvin A. Bridgestock  
849 Riverside  
Klamath Falls, Oregon 97601  
BUYER'S NAME AND ADDRESS

After recording return to:

Transamerica Title Ins. Co.

NAME, ADDRESS, ZIP

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

Calvin A. Bridgestock  
849 Riverside  
Klamath Falls, Oregon 97601  
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file/reel number \_\_\_\_\_,

Record of Deeds of said county.

Witness my hand and seal of County affixed.

By \_\_\_\_\_

Recording Officer

Deputy

"EXHIBIT A"

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep an agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$80,000.00 (XXXXXXXXXXXXXXXXXXXX)

consists of or includes other property or value given or promised which is part of the consideration (indicate which) ( )

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the 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 the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

*Mabel McMellin*  
Mabel McMellin

*Calvin A. Bridgestock*  
Calvin A. Bridgestock

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of Klamath } ss.  
September 9, 1977

Personally appeared the above named  
Mabel McMellin and Calvin A.  
Bridgestock

and acknowledged the foregoing instru-  
ment to be their voluntary act and deed.

Before me:  
(OFFICIAL SEAL) *Matthew Hooks*  
Notary Public for Oregon  
My commission expires 7-21-81

STATE OF OREGON, County of \_\_\_\_\_ ss.  
\_\_\_\_\_, 19\_\_\_\_

Personally appeared \_\_\_\_\_ and  
\_\_\_\_\_, who, being duly sworn,  
each for himself and not one for the other, did say that the former is the  
\_\_\_\_\_, president and that the latter is the  
\_\_\_\_\_, secretary of

\_\_\_\_\_, a corporation,  
and that the seal affixed to the foregoing instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in be-  
half of said corporation by authority of its board of directors; and each of  
them acknowledged said instrument to be its voluntary act and deed.  
Before me:

(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires:

Section 4 of Chapter 618, Oregon Laws 1975, provides:

"(1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound, thereby.

"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

Main Street, Klamath Falls, Oregon 97601; and the remainder to be paid to the order of the Seller at the times and in amounts as follows, to-wit: \$24,225.97 with interest at the rate of 8 1/2% from September 9, 1977 is payable in installments of not less than \$240.00 per month inclusive of interest, the first installment to be paid on the 9th day of October, 1977, and a further installment on the 9th day of each month thereafter until the full balance and interest are paid in full.

Buyer specifically agrees to pay the full contract balance on or before September 9, 1979.

It is further agreed by and between the parties hereto that there is no prepayment penalty.

PARCEL 1

A tract of land in Government Lot 1 of Section 5, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Commencing at the Northwest corner of said Section 5; thence East 1908.8 feet, along the North line of said section, to an intersection with the center line of the Riverside Spur Tract of the Great Northern Railway Company; thence South  $21^{\circ} 35'$  East, along said center line 657.83 feet; thence South  $68^{\circ} 25'$  West 22.5 feet to the Northeast corner of a tract of land conveyed to the Natural Gas corporation of Oregon by Deed recorded October 27, 1930 in Deed Book 93 at page 171; thence South  $68^{\circ} 25'$  West 68.19 feet; thence North  $14^{\circ} 00'$  West 103 feet to the true point of beginning of the tract to be herein described; thence South  $87^{\circ} 00'$  West, along the Southerly boundary of a tract formerly owned by said Railway Company, 231.0 feet to a point on the Easterly boundary of the right of way of the Klamath Falls-Ashland Highway; thence North  $23^{\circ} 50'$  West, along the said highway right of way line, 105.8 feet to the center line of a certain roadway easement 24 feet in width as reserved in a deed recorded August 17, 1955 in Book 276 at page 484, Deed Records; thence North  $81^{\circ} 40'$  East, along said center line 113.5 feet; thence Southeasterly on said center line, along a  $32^{\circ}$  curve to the right, through an angle of  $67^{\circ} 24'$  for a distance of 210.6 feet; thence Southeasterly on said center line and tangent to said curve to a point in the Southerly boundary of said tract formerly owned by said Railway Company from which the true point of beginning herein bears South  $87^{\circ} 00'$  West; thence South  $87^{\circ} 00'$  West 28.6 feet to the true point of beginning; EXCEPT from the foregoing described tract that part lying Northerly and Northeasterly of a line drawn parallel with and 12 feet Southerly from (when measured at right angles to) the Northerly and North-easterly line of said herein described tract.

PARCEL 2

ALL that portion of Lot 1, Section 5, Township 39 South, Range 9 East of the Willamette Meridian, described as follows: Beginning at a point in the East line of the county road leading from Klamath Falls to Keno, which point is South  $7^{\circ} 3'$  East 92.2 feet; South  $14^{\circ} 30'$  East 312.55 feet and South  $23^{\circ} 50'$  East 179.6 feet along the East line of said county road from the intersection thereof with the North line of said Lot 1, Section 5; thence from said point of beginning North  $87^{\circ}$  East 231.0 feet along the Southerly boundary of the C. R. Delap Tract; thence South  $14^{\circ}$  East 103.0 feet; thence South  $62^{\circ} 23'$  West 77.0 feet; thence South  $83^{\circ} 52'$  West 101.8 feet, more or less, to the East line of the State Highway; thence along said East line of the State Highway North  $32^{\circ} 25'$  West 160.0 feet to the point of beginning.

Subject, however, to the following:

1. Taxes for the year 1977-78 are now a lien but not yet payable.
2. Reservations and restrictions, including the terms and provisions thereof, as shown in that certain deed executed by Great Northern Railway Company, a corporation, to Ralph M. Guthrie and Olisse Clara Guthrie, his wife, dated August 9, 1955, recorded August 17, 1955 in Book 276 at page 484, Deed Records.

Return to  
William P. Brandsness  
411 Pine  
K. F. O.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of William P. Brandsness, Atty,  
this 2nd day of October A. D. 1979 at 3:25 o'clock P. M., and  
duly recorded in Vol. M79, of Deeds on Page 23347

Wm D. MILNE, County Clerk

By Bernard H. Hotsch  
Fee \$17.50