

THIS AGREEMENT, made and entered into this 8th day of January, 1981, by and between MILLER ANDERSON, aka NORMAN MILLER ANDERSON, and FLOYD OSBORN, herein-after called the Vendor, and PHILIP V. CURRIE, as to an undivided 3/10ths interest; TIMOTHY MANCINI, as to an undivided 1/10th interest; W. SCOTT MAYLE, as to an undivided 2/10ths interest; JAMES EARL SYLVESTER, as to an undivided 1/10th interest; SIDNEY A. CHAPPELL, as to an undivided 1/10ths interest; and DENNIS R. SHURKE, as to an undivided 1/10th interest, and Paul J. Caniglia, as to an undivided 1/10ths interest.

WITNESSETH:

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

PARCEL 1: W $\frac{1}{2}$ SE $\frac{1}{4}$, SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 29, Township 35 South, Range 12, East of the Willamette Meridian.

NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 35 South, Range 12, East of the Willamette Meridian.

PARCEL 2: W $\frac{1}{2}$ E $\frac{1}{2}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ NE $\frac{1}{4}$, SE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 32, Township 35 South, Range 12, East of the Willamette Meridian.

SUBJECT TO: Reservations and restrictions disclosed by Patent, recorded in Vol. 304, page 280, Records of Klamath County, Oregon; Reservations and restrictions disclosed by Land Status Report, recorded October 28, 1958, in Deed Vol. 305, page 457, Records of Klamath County, Oregon; Notice of Vested Water Right, by Norman Miller Anderson to State Engineer, recorded June 2, 1970, in M70, page 4353, Water Right Records of Klamath County, Oregon (Parcel 2); Notice of Vested Water Right, by Norman Miller Anderson to State Engineer, recorded June 22, 1970, in M70, page 5093, Water Right Records of Klamath County, Oregon (Parcel 1); Easements and rights of way of record and those apparent on the land, if any; and also subject to the requirements and provisions of O.R.S. Chapter 481 pertaining to the registration and transfer of ownership of mobile homes and any interest or liens disclosed thereby;

at and for a price of \$180,000.00, payable as follows, to-wit: \$30,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$150,000.00 with interest at the rate of 8% per annum from January 8, 1981, payable in installments of not less than \$2,500.00 per month, inclusive of interest, the first installment to be paid on the 8th day of February, 1981, and a further installment on the 8th day of every month thereafter until the full balance and interest are paid.

Vendee agrees to make said payments promptly on the dates above named to the order of the Vendor, at Klamath County Title Co., Klamath Falls, Oregon; to Agreement - Page 1.

PC
FM
LC
NO.
WDM
M.A.

1 keep said property at all times in as good condition as the same now are, ~~and~~
 2 ~~no improvement, now on or which may hereafter be placed on said property, shall~~
 3 ~~be removed or destroyed before the entire purchase price has been paid and that~~
 4 ~~said property will be kept insured in companies approved by vendor against loss~~
 5 ~~or damage by fire in a sum not less than its full insurable value, with loss~~
 6 ~~payable to the parties as their respective interests may appear, said policy~~
 7 ~~or policies of insurance to be held by vendee, copy to vendor, that vendee shall~~
 8 pay regularly and seasonably and before the same shall become subject to interest
 9 charges, all taxes, assessments, liens and incumbrances of whatsoever nature
 10 and kind and agrees not to suffer or permit any part of said property to become
 11 subject to any taxes, assessments, liens, charges or incumbrances whatsoever
 12 having precedence over rights of the vendor in and to said property. Vendee
 13 shall not cut or remove timber on the premises without written consent of vendor.
 14 Vendee shall be entitled to the possession of said property immediately.

15 Vendor will on the execution hereof make and execute in favor of vendee good
 16 and sufficient warranty deed conveying a fee simple title to said property free
 17 and clear as of this date of all incumbrances whatsoever, except as above stated,
 18 which vendee assumes, and will place said deed and purchasers' policy of title
 19 insurance in sum of \$180,000.00 covering said real property together with one
 20 of these agreements in escrow at Klamath County Title Co., at Klamath Falls,
 21 Oregon, and shall enter into written escrow instructions in form satisfactory
 22 to said escrow holder, instructing said holder that when, and if, vendee shall
 23 have paid the balance of the purchase price in accordance with the terms and
 24 conditions of this contract, said escrow holder shall deliver said instruments
 25 to vendee, but that in case of default by vendee said escrow holder shall, on
 26 demand, surrender said instruments to vendor.

27 But in case vendee shall fail to make the payments aforesaid, or any of them,
 28 punctually and upon the strict terms and at the times above specified, or fail to
 29 keep any of the other terms or conditions of this agreement, time of payment and
 30 strict performance being declared to be the essence of this agreement, then vend-
 31 or shall have the following rights: (1) To foreclose this contract by strict
 32 foreclosure in equity; (2) To declare the full unpaid balance immediately due

1 and payable; (3) To specifically enforce the terms of the agreement by suit in
2 equity; (4) To declare this contract null and void, and in any of such cases,
3 except exercise of the right to specifically enforce this agreement by suit in
4 equity, all the right and interest hereby created or then existing in favor of
5 vendee derived under this agreement shall utterly cease and determine, and the
6 premises aforesaid shall revert and revest in vendor without any declaration
7 of forfeiture or act of reentry, and without any other act by vendor to be per-
8 formed and without any right of vendee of reclamation or compensation for money
9 paid or for improvements made, as absolutely, fully and perfectly as if this
10 agreement had never been made.

11 Should vendee, while in default, permit the premises to become vacant, vendor
12 may take possession of same for the purpose of protecting and preserving the
13 property and his security interest therein, and in the event possession is so
14 taken by vendor he shall not be deemed to have waived his right to exercise any
15 of the foregoing rights.

16 And in case suit or action is instituted to foreclose or to enforce any of
17 the provisions hereof, the prevailing party in such suit or action shall be en-
18 titled to receive from the other party his costs which shall include the reason-
19 able cost of title report and title search and such sum as the trial court and
20 or appellate court, if an appeal is taken, may adjudge reasonable as attorney's
21 fees to be allowed the prevailing party in said suit or action and/or appeal,
22 if an appeal is taken.

23 Vendee further agrees that failure by vendor at any time to require perform-
24 ance by vendee of any provision hereof shall in no way affect vendor's right
25 hereunder to enforce the same, nor shall any waiver by vendor of such breach of
26 any provision hereof be held to be a waiver of any succeeding breach of any such
27 provision, or as a waiver of the provision itself.

28 Vendor has filed a Way of Necessity proceeding for access to the subject
29 property, being Case No. 80-279, Circuit Court for the State of Oregon, County
30 of Klamath. Vendor shall continue to pursue the Way of Necessity proceedings
31 at his own expense. If it is deemed necessary for the vendee herein to be made
32 parties to the action, vendee shall join as necessary parties.

Agreement - Page 3.

In construing this contract, it is understood that vendor or the vendee 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.

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

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

Miller Anderson
Miller Anderson

Philip V. Currie
Philip V. Currie

Floyd Osborn
Floyd Osborn

Timothy Mancini
Timothy Mancini

Dennis R. Shurke

By W. Scott Mayle
W. Scott Mayle, his attorney-in-fact

W. Scott Mayle
W. Scott Mayle
James Earl Sylvester
By: W. Scott Mayle
His Attorney-in-fact

Sidney A. Chappell
Sidney A. Chappell
Paul J. Caniglia
By: W. Scott Mayle
His Attorney-in-fact

STATE OF OREGON)
County of Klamath) SS

On this 9th day of January, 1981, personally appeared the above-named Miller Anderson, aka Norman Miller Anderson, Floyd Osborn, Philip V. Currie, Timothy Mancini, W. Scott Mayle, James Earl Sylvester and Sidney A. Chappell, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

(SEAL)

My Commission Expires: 7-11-82

Mildred D. Lewis
Notary Public for Oregon

STATE OF OREGON)
County of Klamath) SS

On this 9th day of January, 1981, personally appeared AKA W. Scott Meyley AKA Waldo Scott Mayle being duly sworn, did say that he is attorney-in-fact for Dennis R. Shurke and that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowledged said instrument to be the act and deed of said principal. Before me:

(SEAL) Paul J. Caniglia
My Commission Expires: 7-19-82

Mildred D. Lewis
Notary Public for Oregon

Until a change is requested, all tax statements shall be sent to the following name and address: W. Scott Mayle 20925
Blair Ave. Long Beach, California 90810

STATE OF OREGON; COUNTY OF KLAMATH; ss.
I hereby certify that the within instrument was received and filed for record on the

9th day of January A.D., 19 81 at 3:20 o'clock P M., and duly recorded in Vol M81 of Deeds on Page 399.

Fee \$ 14.00

EVELYN BIEHN
ACTING COUNTY CLERK

By Berntha H. Hetch Deputy

WILLIAM L. SISEMORE
Attorney at Law
540 Main Street
KLAMATH FALLS, ORE.

Return
Klamath County
Teller Co. 80