

K-344806
 CONTRACT OF SALE of the real property described in the attached Exhibit "A" (herein called "Real Property"), subject to the exceptions to title set forth in said Exhibit "A", made, as of the last date set opposite the signatures of the parties hereto, between DENNIS W. ROBINSON and LINDA M. ROBINSON, husband and wife (herein called "Seller"), and CORNELIS J. BOSHUIZEN, a single man, GERRIT J. BOSHUIZEN and PATRICIA A. BOSHUIZEN, husband and wife, each as to an equal undivided one-third interest as tenants in common (herein called "Buyer"). whose address is Rte. 1, Box 631-T, Klamath Falls, Oregon 97601.

1. Seller agrees to sell to Buyer, and Buyer agrees to buy from Seller, the Real Property for the price and on the terms, covenants, conditions and provisions herein contained.

2. Buyer agrees to pay Seller the sum of One Hundred Seventy-Nine Thousand Nine Hundred Forty and no/100 Dollars (\$179,940.00) for the Real Property as follows: \$20,000.00 down (which Seller has received), \$109,608.65 by assumption of Seller's obligation pertaining to the Real Property (which Buyer agrees to fully pay and perform according to the terms thereof and to hold Seller harmless from, and to indemnify Seller against, including, without limiting the foregoing, attorney fees at trial or on appeal), and \$50,331.35, payable as follows: \$16,000.00, plus interest on \$16,000.00, on or before September 24, 1981; \$34,331.35 payable in monthly installments of \$472.92 each, including interest as set forth in this Contract. The first of such installments shall be paid on the 1st day of July, 1981, and subsequent such installments shall be paid on the 1st day of each month thereafter, until the entire purchase price, including principal and interest, is paid in full. All such installments received shall be applied first to interest accrued to the date of receipt and then applied to reduce principal. Buyer may prepay all, or any part of, the principal or interest at any time. Interest shall commence on May 28, 1981. The initial rate of interest is fixed at the rate of 11% on declining principal balances, subject to adjustment as provided in this portion of this Contract. Seller may, from time to time, establish a higher or lower rate of interest which shall then apply to all of the unmatured principal of the deferred balance; which rate shall remain in effect until Seller establishes a different rate of interest. The parties agree that Seller shall use, as the higher or lower rate of interest, that rate of interest established by The Federal Land Bank of Spokane from time to time in accordance with the Farm Credit Act of 1971 and regulations promulgated thereto on loans up to ten (10) years or more, provided, however, that the rate of interest to be established by Seller pursuant to this part of this Contract shall not exceed the maximum rate of interest allowed by Oregon law on debts of the nature created by this Contract as of the date of each established new rate and that, notwithstanding any other provision of this part of this Contract, no rate charge shall exceed the maximum rate of interest allowed by Oregon law on debts of the nature created by this Contract. Before any rate of interest adjustment shall become effective, Seller shall notify, in writing, both Buyer and Escrow Holder in writing of the different rate of interest which Seller desires to establish pursuant to this portion of this Contract, whereupon such different rate of interest shall become effective as of the date of such notice and shall continue to be in effect until Seller gives written notice to Buyer and the Escrow Holder of a different rate of interest. If Seller changes the interest rate pursuant to this paragraph, Seller shall also notify Buyer and Escrow Holder of the amount of each monthly installment necessary to amortize the then unpaid balance of principal in monthly installments over the then remaining term of the amortization period at the then interest rate being charged by Seller. The initial amortization period is 120 months.

3. All installments shall be paid, without demand to Klamath County Title Co., 422 Main Street, Klamath Falls, Oregon 97601 (herein called "Escrow Holder").

4. Buyer warrants and covenants that the Real Property is being purchased primarily for personal, household or agricultural purposes.

5. Possession of the Real Property shall be delivered on May 28, 1981.

6. The terms, covenants, conditions, and provisions set forth on the reverse hereof, and any exhibit attached hereto, is incorporated into this Contract as though fully set forth at the place in this Contract at which reference to them is made.

THIS DOCUMENT CONSTITUTES A BINDING CONTRACT. THE PARTIES HAVE READ BOTH SIDES AND ALL EXHIBITS.

DATE

5-21-81

5-26-81

5-22-81

5-22-81

SIGNATURE

Dennis W. Robinson
 DENNIS W. ROBINSON

(Seller)

Linda M. Robinson
 LINDA M. ROBINSON

(Seller)

Cornelis J. Boshuizen
 CORNELIS J. BOSHUIZEN

(Buyer)

Gerrit J. Boshuizen
 GERRIT J. BOSHUIZEN

(Buyer)

Patricia A. Boshuizen
 PATRICIA A. BOSHUIZEN

(Buyer)

(SEE ACKNOWLEDGEMENTS ON REVERSE SIDE)

GENERAL TERMS, COVENANTS, CONDITIONS AND PROVISIONS

9225

1. Seller hereby warrants to Buyer that Seller has good and merchantable title to the real property described in this Contract, subject to the exceptions to title set forth in this Contract. Seller agrees that when the sums due Seller secured by this Contract have been fully paid, Seller shall, upon Buyer's request, deliver a good and sufficient warranty deed conveying said real property in fee simple unto Buyer, and Buyer's heirs and assigns, free and clear of encumbrances as of the date of the Contract, except those exceptions to title set forth in this Contract, and those exceptions to title permitted or created by Buyer. To the extent that this Contract designates an Escrow Holder, Seller will, upon execution of this Contract, execute the aforesaid warranty deed, and, within a reasonable time thereafter, place said warranty deed, together with an executed original of this Contract, in escrow with the designated Escrow Holder with instructions (subject to the usual printed conditions and provisions of the standard form of escrow instructions provided by said Escrow Holder) to said Escrow Holder that, when and if Buyer shall have paid the sums due Seller provided for in this Contract, to deliver said warranty deed to Buyer.

2. Buyer shall remain in possession of the real property so long as Buyer is not in default hereunder. Buyer shall and hereby agrees to keep the real property and improvements in good condition and repair at all times, reasonable wear and tear excepted; to commit no waste or otherwise damage or injure the real property; to maintain the real property in accordance with the laws and ordinances and regulations of any constituted authority applying to the real property and to make no unlawful use thereof; to pay regularly and seasonably, and before the same shall become delinquent, all taxes, assessments and charges of whatever nature levied and assessed against the real property and to pay and discharge all encumbrances thereafter placed thereon by Buyer; to permit no lien or other encumbrances to be filed upon or placed against the real property without the written consent of Seller; and it is further understood and agreed, for the purposes of this provision, that if Buyer fails to pay or discharge any taxes, assessments, liens, encumbrances or charges, Seller, at Seller's option and without waiver of default or breach of Buyer, and without being obliged to do so, may pay, or discharge all or any part thereof, all of which said sums so paid by Seller shall become repayable by Buyer, together with interest at the rate of twelve per cent (12%) per annum, upon demand, payment of which is part of the performance of this Contract by Buyer.

3. Buyer agrees to keep the building and improvements now on, or hereafter placed upon, the real property insured against loss by fire or other casualty in an amount not less than maximum insurable value as determined by the insurance carrier and shall obtain, at Buyer's expense, an endorsement thereon providing for loss payable to Seller, Buyer, and any third party shown in this Contract as having an encumbrance upon the real property as an exception to the title as their respective interests may appear. A certificate of such insurance shall be delivered to Seller and such third party. If a loss should occur for which insurance proceeds shall become payable, Buyer may (subject to the rights of said third party encumbrance holder) elect to either rebuild or repair the portion of the building so destroyed, or apply the proceeds toward payment of the then unpaid balance of the sums due Seller. If Buyer elects to rebuild or repair, Buyer shall sign such documents as may be required by Seller (subject to the rights of said third party encumbrance holder) to guarantee the application of the insurance proceeds to the cost of such rebuilding or repair.

4. Seller may appear in or defend any action or proceeding at law, in equity or in bankruptcy, affecting, in any way, the security of and, in such event, Seller shall be allowed and paid, and Buyer hereby agrees to pay, all costs, charges and expenses, including costs of evidence of title or validity and priority of the security and attorney fees; in a reasonable sum, incurred in any such action or proceeding which Seller may appear, which shall bear interest at twelve per cent (12%) from date of demand therefor. Failure of Buyer to pay Seller or such costs, charges and expenses within thirty (30) days from the date of demand therefor shall constitute a breach of this Contract.

5. The following shall constitute a default of Buyer:

- Failure of Buyer to make payments as herein provided for more than thirty (30) days after the payment becomes due. The acceptance of any sum secured by this Contract after its due date shall not constitute a waiver of Seller's right either to require prompt payment when due or to seek any remedy provided for herein;
- Failure of Buyer to perform any covenants or conditions of this Contract (other than failure to make payments as provided in the preceding sentence) after thirty (30) days written notice of such failure and demand for performance.

6. If Buyer shall be in default as above provided, Seller shall have the following cumulative rights which Seller may, at Seller's election, exercise sequentially or contemporaneously:

- To foreclose this Contract by strict foreclosure in equity;
- To declare the full unpaid balance secured by this Contract immediately due and payable;
- To specifically enforce the terms of this Contract by suit in equity.

7. In the event any suit or action is commenced because of any default of Buyer, the following provisions shall apply:

- The Court having jurisdiction of the case may, upon motion by Seller, appoint a receiver to collect the rents and profits arising out of the real property and to take possession, management and control of the same during pendency of suit or action or until payment of the obligations hereby secured and apply said rents and profits to the payment of the amount due hereunder, first deducting all proper charges and expenses attending the execution of said receivership.
- Buyer shall pay to Seller, in addition to all statutory costs and disbursements, any amount Seller may incur or pay for any title report, title search, insurance of title or other evidence of title subsequent to the date of this Contract on the real property above described and this Contract shall be security for the payment thereof.
- The prevailing party, at trial or on appeal, shall be entitled to such reasonable attorney fees as shall be fixed by the Court having jurisdiction of the case, in addition to statutory costs and disbursements.

8. This Contract creates a lien upon the real property in favor of Seller as security for the performance of all covenants of Buyer and remedies of Seller contained herein and Buyer agrees with Seller that said lien is superior to any and all rights of Buyer hereunder or by reason of any homestead, stay, or exemption laws now in force or which may hereafter become law.

9. Time is expressly made the essence of this Contract.

10. Where notice in writing is required by either party to the other, such notice shall be deemed given when the same is deposited in the United States Postal Service as certified mail, postage prepaid, and addressed to the address of such party set forth in the Contract.

11. No waiver by Seller of any breach of any covenant of this Contract shall be construed as a continuing waiver of any subsequent breach of such covenant, nor as a waiver of any other covenant, nor as a waiver of the covenant itself.

12. All terms, covenants, conditions, and provisions contained in this Contract are severable and, in the event any of them shall be held to be invalid by any competent Court, this Contract shall be interpreted as though the same were not contained in this Contract.

13. All words used herein in the singular number shall extend to and include the plural. All words used in the plural number shall extend to and include the singular. All words used in any gender shall extend to and include all genders.

14. The term real property, when used in this Contract, includes, all and singular, the tenements, hereditaments, rights, easements, privileges, and appurtenances thereunto belonging, or in anywise appertaining, and improvements thereon, together with the reversions, remainder, rents, issues, and profits thereof.

15. This Contract shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective successors, heirs, personal representatives, or assigns.

16. The debts and obligations under this Contract of Seller and Buyer are both joint and several.

STATE OF Oregon, County of Klamath, ss:

Before me appeared the Seller who acknowledged the foregoing Contract to be Seller's voluntary act and deed.

(SEAL)

STATE OF Oregon, County of Klamath, ss:

Before me appeared the Buyer who acknowledged the foregoing Contract to be Buyer's voluntary act and deed.

(SEAL)

NOTARY PUBLIC FOR Oregon
My Commission Expires: 8.5.83

EXHIBIT "A"

The following described real property situate in Klamath County, Oregon,
to-wit:

PARCEL ONE:

A tract of land situated in Section 21, Township 40 South, Range 10 E.W.M., Klamath County, Oregon, being more particularly described as follows: Beginning at the intersection of the centerline of an irrigation ditch with the South line of a tract of land described as Parcel 1 in Volume M-76 at Page 4925, Klamath County Deed Records, from which the Northeast corner of the Southeast Quarter of said Section 21 bears N. 66°50'18" E., 4192.75 feet; thence Southeasterly along said centerline the following courses and distances: S. 52°06'36" E., 88.07 feet; S. 46°56'52" E., 324.75 feet; S. 88°23'49" E., 425.37 feet; N. 79°52'31" E., 19.91 feet; S. 74°15'24" E., 346.81 feet; S. 66°51'57" E., 15.11 feet; thence, leaving said centerline, South 506.29 feet to the centerline of an irrigation ditch; thence N. 69°56'34" W., along the last mentioned centerline, 1249.62 feet more or less to a point on the East line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 21; thence Northerly along said East line, 461.94 feet; thence East 82 feet more or less to the point of beginning, containing 11.78 acres more or less.

PARCEL TWO:

A tract of land situated in the NW $\frac{1}{4}$ of Section 28, Township 40 South, Range 10 E.W.M., Klamath County, Oregon, being more particularly described as follows: Beginning at the Southeast corner of said NW $\frac{1}{4}$; thence Northerly along the East line of said NW $\frac{1}{4}$ to the Northeast corner of the SE $\frac{1}{4}$ NW $\frac{1}{4}$; thence West, 15.00 feet; thence Northerly parallel to said East line of NE $\frac{1}{4}$ NW $\frac{1}{4}$ 62.69 feet to the centerline of a drainage ditch; thence N. 87°17'09" W., along said centerline, 1292.77 feet; thence S. 08°47'17" W., 682.74 feet to the Northerly right of way line of State Highway No. 39; thence Southeasterly along said right of way line to a point on the South line of said NW $\frac{1}{4}$; thence Easterly along said South line to the point of beginning, containing 37.5 acres more or less.

SUBJECT TO:

1. Terms and conditions of special assessment as farm use and the right of Klamath County, Oregon, to additional taxes in the event said use should be changed, which obligations Buyer assumes and agrees to pay and perform.
2. Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder.
3. Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
4. Liens and assessments of Klamath Project and Upper Van Brimmer Drainage District, and Van Brimmer Ditch Company, and regulations, contracts, easements, water and irrigation rights in connection therewith.
5. Rights of the public in and to any portion of the herein described property lying within the boundaries of public roads and/or highways.
6. Right of Way, including the terms and provisions thereof, to California Oregon Power Company, dated August 20, 1929, recorded August 27, 1929, in Deed Volume 87, Page 620, Records of Klamath County, Oregon. Affects W $\frac{1}{2}$ SW $\frac{1}{4}$ Sec. 21 South of Lost River, W $\frac{1}{2}$ NW $\frac{1}{4}$ Sec. 28 North of Dalles-California Highway, S $\frac{1}{2}$ SW $\frac{1}{4}$ of Sec. 20.
7. Easement, including the terms and provisions thereof to Pacific Power and Light Company, dated May 6, 1965, recorded July 13, 1966, in Volume M-66, Page 7112, Microfilm records of Klamath County, Oregon. Affects S $\frac{1}{2}$ SW $\frac{1}{4}$, Lots 2 & 3, Sec. 21.
8. Mortgage, including the terms and provisions thereof, executed by Paul D. Hess and Helen E. Hess, husband and wife, to The State of Oregon, represented and acting by the Director of Veterans' Affairs, dated April 2, 1976, recorded April 7, 1976, in Mortgage Volume M-76, Page 4872, Records of Klamath County, Oregon, to secure the payment of \$107,400.00, which Buyer assumes and agrees to pay according to the terms thereof.

WHEN RECORDED MAIL TO:

KCTCo
3651

MAIL TAX STATEMENTS TO:

CORNELIS J., GERRIT J., & BARNIE B.F.
RTE. 1, BOX 631-T BOSHUIZEN
KLAMATH FALLS, OREGON 97601

