

53278-M

29189  
 ASSIGNMENT OF VENDOR'S INTEREST IN  
 A CONTRACT FOR COLLATERAL PURPOSES

VOL 297 PAGE 783  
11169

APR 27 1979

KNOWN ALL MEN BY THESE PRESENTS, that the undersigned Assignor, for the consideration hereinafter states, has sold and assigned, and hereby does grant, bargain, sell, assign and set over unto

Rainier Credit Company 57-2 West 29th Eugene Oregon 97405,  
 his heirs, successors and assigns, all of the Vendor's right, title  
 and interest in and to that certain contract for sale of real estate

dated November 1, 19 77, between Robert T. Morris and

Jacqueline M. Morris as seller, and

Vern C. Warner and Anna E. Warner as buyer,

for the purpose of securing a certain promissory note in the amount  
 of \$42,178.82. This is a collateral assignment of a Vendor's  
 interest in a contract, and upon the payment of the said note, the  
 undersigned Assignee herein agrees to re-assign the Vendor's interest  
 in the following described real property to the Assignor herein:

## LEGAL DESCRIPTION:

The East Half of the Southwest Quarter (E-1/2 SW-1/4) and the West Half  
 of the Southeast Quarter (W-1/2 SE-1/4) of Section Twenty-four (24),  
 Township Twenty (20) South, Range Ten (10), East of the Willamette  
 Meridian, Deschutes County, Oregon, EXCEPT that portion described in a  
 deed to Robert T. Morris, et al, recorded April 10, 1969, in Book 164,  
 Page 156, Deed records of Deschutes County, Oregon.

IN WITNESS WHEREOF, the undersigned Assignor and Assignee have  
 set their hands and seals on this 24 day of April  
 19 79.

.....  
Robert T. Morris.....  
 .....

.....  
Jacqueline M. Morris.....  
 .....

STATE OF OREGON )  
 COUNTY OF Deschutes ) ss. On this 25 day of April, 19 79,  
 personally appeared the above named Robert T. Morris  
 and Jacqueline M. Morris and  
 acknowledged the foregoing instrument to be their voluntary act  
 and deed.

My commission expires 9-1-79

Shutchen A. Kolb  
 Notary Public for Oregon  
 1195 N.W. 11th BFN 7, 90 977

EXHIBIT "B-2"

Page 1 of 1

C-1325  
**ESCROW COLLECTION INSTRUCTIONS**

**11170**

TO: BEND TITLE COMPANY  
P.O. Box 752  
Bend, Oregon 97701

FROM: SELLERS: ROBERT T. MORRIS AND JACQUELINE M. MORRIS  
2038 N. W. Vicksburg, Bend, Oregon 97701  
Address:

BUYERS: WILLIAM H. LAWRENCE AND GERALDINE IREY LAWRENCE  
7734 Plymouth Rd., Ann Arbor, Michigan 48105  
Address:

DEPOSITED HEREWITH:

DOCUMENT		PRINCIPALS
Note	—	/
Trust Deed	—	/
Mortgage	—	/
Satisfaction	—	/
Request for Full Reconveyance	—	/
Request for Partial Reconveyance	x	Morris / Lawrence
Contract Original	—	/
Bargain and Sale Deed	x	Morris / Lawrence
Warranty Deed	—	/
Quitclaim Deed	—	/
Other:	—	/
Original Memorandum of Contrace	x	Morris / Lawrence
	—	/
	—	/

TERMS OF PAYMENTS BY BUYER:

Present principal balance unpaid: \$ 37,200.00, to be paid in installments of  
\$ 4,380.00 per year, plus your collection charge of \$ one-half (est. \$7.50) per  
payment (if Buyer responsible). Installments plus ☐ including ☒ interest at 11 %  
per annum on unpaid balances. Interest begins date of contract execution (June 4, 1981)

First installment due on or before July 1, 1982

and subsequent installments due as follows: on July 1st of each year thereafter until  
July 1, 1988 when the full balance is due and payable in full. The principal

or unpaid balance thereof, or any installments thereof due and unpaid, and all

interest due and unpaid shall draw interest at the rate of 13% per annum after maturity.

Buyer has the option of making monthly payments of \$365 per Page 1 of the Contract.

At the time the buyer elects to make monthly payments, the collection agent shall be notified in writing.

DISTRIBUTION OF PAYMENTS RECEIVED:

Deduct your collection charge of \$ est. \$7.50 (one-half) per payment (if Seller responsible).

Pay or deposit balance of proceeds as follows:

To: Robert T. Morris and Jacqueline M. Morris

Address: 2038 N. W. Vicksburg, Bend, Oregon 97701

Account No. / Loan No.

NOTE: Your escrow set-up fee of \$

87.00

is paid herewith by the

one-half by buyer and one-half  
(Seller/Buyer)  
by seller

- (1) BEND TITLE COMPANY MAKES NO GUARANTEES THAT THE DOCUMENTS HELD HERewith IN ESCROW WILL EFFECT CLEAR TITLE.
- (2) You are authorized to accept any payments tendered to you to apply upon the above provided installments whether such payments constitute all or only part of any installment and whether or not it or any installment is then in default; but if any installment shall not be paid to you before the expiration of thirty days after due date thereof, you are authorized to surrender to the Sellers upon demand from them, without notice to the Buyers, all documents then in your possession, thereby terminating this escrow. The payment of any installment directly to the Sellers or the existence of any offset counterclaim, or difference between the parties hereto or the acceptance of previous delinquent installments shall not alter or limit the terms of these instructions. If payments are made outside of this escrow collection account, Bend Title Company will only give credit when all parties to the escrow submit in writing evidence of such payments to Bend Title Company along with an additional charge of \$5.00 made payable to Bend Title Company because of the necessity to recompute this additional payment.
- (3) You are authorized to accept the whole or any part of the then unpaid balance on the above described documents at any time. You will apply any payment first to the payment of interest calculated to the date the payment is received on the basis of  $\frac{1}{365}$ th of a year's interest for each day ( $\frac{1}{366}$ th of a year's interest for each day during leap year).
- (4) When you have received for the Sellers, payment in full as above provided you will surrender all documents deposited in the escrow collection account to the Buyers upon demand; but unless and until you have received payment in full as above provided or the Buyers become in default in the manner and to the extent herein before provided, none of the above described documents deposited into the escrow collection account shall be released by you to any person except upon the concurring written directions of all the parties hereto or their successors in interest. When a collection consists of a Note or a Note and a security document, or any release documents, upon payment in full through this account you are authorized and directed to mark said note paid in full and release these documents under the above provisions.
- (5) You are authorized to retain all funds coming into your hands hereunder after you shall have received notice of the death of one of the Sellers until you have received from the surviving Seller and the personal representative of the deceased Seller, joint written instructions for the disposition of such funds, or until you shall have been otherwise satisfied of the identity of the person or persons entitled to receive such funds; and the provisions of this paragraph shall be applicable whether or not the Sellers are husband and wife and whether or not the contract deposited herewith shall create a right of survivorship as between the Sellers.
- (6) Notwithstanding anything to the contrary therein appearing, you have no duty to know or determine the performance or nonperformance of any term or condition of any contract or agreement between the parties hereto, and your duties and responsibilities are limited to those specifically stated herein. You have no responsibility for the authenticity, validity or sufficiency of any document deposited hereunder or for the accuracy of any description of any document deposited herewith, the description having been supplied by the parties hereto. Your sole duty with respect to such documents is to hold and dispose of the same as herein provided.
- (7) If you shall receive notice in writing signed by the Transferors or the Transferees that either the Buyers or the Sellers have assigned or conveyed their interest in the property described in the instruments deposited with you, accompanied by your assignment fee of \$20.00, you shall take cognizance thereof. In such event, the Transferees shall thereupon be substituted for the Transferors for all the purposes of these instructions. You shall not be bound to recognize any conveyance or assignment unless you shall have received the above notice in writing; and you shall be under no obligation to determine the sufficiency of any conveyance or assignment, such consent has been obtained.
- (8) Bend Title Company assumes no responsibility for the holding of any fire insurance or other insurance policies in any form.
- (9) If a controversy shall arise between the parties hereto or with any third party, you may await the outcome of such controversy by final legal proceedings, or otherwise, as you may deem appropriate, or you may institute such interpleader or other proceedings as you may deem proper and in any of such events you shall not be liable for interest or damages. In the event of any controversy whether or not resulting in litigation, or in the event of an action to recover your expenses or charges from either or both of the parties hereto, you shall be entitled to reasonable attorneys fees and reimbursement for your expenses.
- (10) In addition to the escrow fee paid or agreed upon at the inception of this escrow, the parties hereto jointly and severally agree to pay reasonable compensation for any services not specified in these instructions, and any other sums which become due to you hereunder. In addition to any other remedies you may have, you are hereby given a lien upon all funds, documents and other property held by you hereunder, to secure the payment of all your fees and expenses.
- (11) Bend Title Company retains the option at its sole discretion to void this agreement and return all documents to the originating parties if in Bend Title Company's opinion this collection has become too difficult to administer.
- (12) Bend Title Company does not assume any responsibility as to the timeliness of payments received and will not contact the buyer for payment in the event of delinquency.
- (13) In the event of an adjustment in interest rates by the lender under a mortgage or trust deed, BEND TITLE COMPANY assumes no responsibility for the increase or decrease in payments made without the written instructions from the principals to this escrow collection account.
- (14) This agreement is binding upon the heirs, executors, administrators, successors, and assigns of all the parties hereto.
- (15) As used in these instructions the words "Sellers", "Buyers", "Transferors", and "Transferees" shall include both the singular and the plural.
- (16) YOU ARE TO ACT ONLY UPON WRITTEN INSTRUCTIONS FROM THE PRINCIPALS TO THIS COLLECTION ACCOUNT.
- (17) Any payment in excess of \$500.00 will require a certified check or cashiers check before payment can be processed.

Dated this 4 day of June, 1981

William H. Lawrence Robert T. Morris  
Geraldine Irey Lawrence Jacqueline M. Morris

Address 2234 Plymouth Rd 2038 N. W. Vicksburg  
Ann Arbor, Mich Bend, Oregon 97701  
 SS# 575-01-7222 SS# 543-32-5531

The above Escrow Instructions received and accepted this 8 day of July, 1981

BEND TITLE COMPANY

BY: Lynn Conrad

The undersigned Assignees of the Sellers or Buyers do hereby consent to and agree to be bound by the terms of the foregoing escrow instructions.

EXHIBIT "B-3"

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# Bend Title Company

11172

WARREN J. PEASE  
Chairman of the Board  
CHARLES T. HEMPHILL, JR.  
President

Date July 8, 1981

Mr. and Mrs. Robert T. Morris  
2038 N.W. Vicksburg  
Bend, OR 97701

RE: New Collection C-1325 Lawrence/Morris

Thank you for opening your collection account with Bend Title Company.  
Enclosed please find a copy of the signed and accepted Escrow Collection  
Instructions for your files. We are now holding the following documents:

Contract, Warranty Deed, Memorandum is being recorded

Per your instructions, the proceeds of payments will be disbursed as follows:  
to seller at above address

Bend Title Company will regularly furnish a year-end statement to both buyer  
and seller. Although our present computerized system does not utilize payment  
booklets, upon your request, we will be happy to mail you a monthly statement  
following receipt of each payment.

Please feel free to contact me at any time if you have questions regarding  
your account. Again, thank you for this opportunity to be of service.

BEND TITLE COMPANY

By: *Lynn Connor*  
Escrow Collections

enclosure

EXHIBIT "B-3"  
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11173

# Bend Title Company

P.O. BOX 752 • 1195 N.W. WALL STREET  
BEND, OREGON 97701 • TELEPHONE (503) 389-7711

WARREN J. PEASE  
Chairman of the Board  
CHARLES T. HEMPHILL, JR.  
President

## ESCROW OFFICES:

☒ GREENWOOD BRANCH  
335 N.E. Greenwood  
Bend, Oregon 97701  
389-7941  
☐ SUNRIVER BRANCH  
Sunriver Mall  
Sunriver, Oregon 97701  
593-1613

☐ SISTERS ESCROW OFFICE  
342 S.W. Hood  
Sisters, Oregon 97759  
549-8421 / 388-1509  
☐ REDMOND ESCROW OFFICE  
728 W. Highland  
Redmond, Oregon 97756  
548-5055

LEGAL: see Preliminary Title Report

ESCROW NO. E 5963

TITLE NO. 64561 MT

ESCROW CLOSING STATEMENT FOR: MORRIS, Robert T. and Jacqueline M. (seller) CLOSING DATE \_\_\_\_\_

*tentative*

	Debits	Credits
Sales Price		\$48,200.00
Contract of Sale, executed by Lawrence	\$37,200.00	
1980/81 Property Taxes, estimated \$398, paid in full Prorate 5/30 - 7/1/81 (Taxes were paid from escrow file E 6152)		35.02
Commission: \$4,820.00 Bankers Realty, one-half	2,410.00	
Robert Morris and Association, one-half	2,410.00	
Purchaser's Policy of Title Insurance, rate	141.05	
Escrow closing Fee, one-half	74.00	
Escrow Collection, Bend Title Co., 1/2 set-up	43.50	
Gray, Fancher, Holmes and Hurley, Attorneys One-half attorney fee for document preparation	75.00	
Proceeds due to seller	5,881.47	
<b>TOTAL</b>	<b>\$48,235.02</b>	<b>\$48,235.02</b>

slh

EXHIBIT "B-3"  
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We certify we have delivered copies of  
this statement to the above parties.

Read, approved and accepted by the undersigned:

By: \_\_\_\_\_  
Escrow Officer  
Susan L. Hillesland

*[Signature]*  
\_\_\_\_\_  
*[Signature]*  
\_\_\_\_\_

CONTRACT OF SALE



11174

THIS AGREEMENT Made this \_\_\_\_\_ day of May, 1981

BETWEEN: ROBERT T. MORRIS and JACQUELINE M. MORRIS,  
husband and wife,

hereinafter called Seller,

AND: WILLIAM H. LAWRENCE and GERALDINE IREY LAWRENCE,  
husband and wife,

hereinafter called Purchaser:

W I T N E S S E T H :

The Seller agrees to sell to Purchaser and Purchaser agrees to purchase that certain land, and all improvements thereon, situated in Deschutes County, State of Oregon, as more fully described on Exhibit "A", attached hereto and by this reference incorporated herein.

PURCHASE PRICE AND TERMS: The purchase price of the property which Purchaser agrees to pay shall be the sum of FORTY-EIGHT THOUSAND TWO HUNDRED AND NO/100 DOLLARS, (\$48,200.00) payable as follows:

(a) The sum of \$1,000.00 which has previously been paid as earnest money.

(b) The sum of \$10,000.00 which is paid upon execution hereof.

(c) The remaining balance of \$37,200.00 shall be paid in monthly installments of not less than \$365.00 provided Purchaser has the option of making annual payments of \$4,380.00 due on or before July 1, 1982 and each year thereafter, including interest at the rate of eleven percent per annum on the unpaid balances, the first of such installments to be paid on the 1st day of July, 1981, and on the 1st day of each and every month thereafter until July 1, 1988, when the full balance of principal and interest shall be due and payable. The principal or unpaid balance thereof, or any installments thereof due and

EXHIBIT "B-3"  
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unpaid, and all interest due and unpaid shall draw interest at the rate of thirteen percent (13%) per annum after maturity.

All payments hereunder shall be paid to Seller at such place as Seller may hereafter designate.

INTEREST: Interest on all unpaid balances shall commence on the date of execution.

POSSESSION: Purchaser shall be entitled to possession of the premises on the date of execution.

PREPAYMENT PRIVILEGES: Purchaser shall have the privilege of increasing any monthly payment or prepaying the whole consideration at any time; provided that no additional payments shall be credited as regular future payments nor excuse Purchaser from making the regular monthly payments provided for in this agreement.

TAXES: All taxes levied against the above described property for the current tax year shall be prorated between Seller and Purchaser as of the date of execution. Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, private and statutory liens which may be hereafter lawfully imposed upon the premises.

IMPROVEMENTS, ALTERATIONS AND REPAIRS: Purchaser agrees that all improvements now located or which shall hereafter be placed on the premises 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. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon, or alterations thereof, and shall maintain the property and all improvements thereon and all alterations thereof in good condition and repair. Purchaser shall not otherwise make or cause to be made any improvements or alterations to the property without first obtaining the written consent of Seller, provided, however, such consent shall not be unreasonably withheld.

COVENANTS OF TITLE: Seller covenants that they are the owner of the above described property free of all encumbrances except as set forth herein.

TITLE INSURANCE: Seller shall furnish at their expense a Purchaser's title insurance policy in the amount of \$48,200.00 within thirty (30) days from the date hereof, insuring Purchaser against loss or damage sustained by them by reason of the unmarketability of Seller's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

DELIVERY OF DEED: Upon payment of the entire purchase price for the property as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Seller shall forthwith execute and deliver to Purchaser a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as above



provided and those placed upon the property or suffered by Purchaser subsequent to the date of this agreement.

REPRESENTATIONS: Purchaser has purchased the property solely upon Purchaser's own inspection and personal knowledge of the premises and opinion of the value thereof, and in its present as is condition, and no promise to alter, repair, or improve said premises has been made by the Seller or by any agent of the Seller.

ASSIGNMENT: The Purchaser shall not sell, transfer, or assign their interest in this contract, or any interest in said real property, without first obtaining the written consent of the Seller. Provided, however, such consent shall not be unreasonably withheld.

DEFAULT: In the event Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Seller shall, at their option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity.

(b) To declare the full unpaid balance of the purchase price immediately due and payable.

(c) To specifically enforce the terms of this agreement by suit in equity.

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of Purchaser shall revert and revest in Seller without any act of reentry or without any other act by Seller to be performed, and Purchaser agrees to peaceably surrender said

premises to Seller, or in default thereof Purchaser may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

(e) With respect to any part of the property which constitutes personal property in which Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

(f) Any other rights provided by law.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payment as provided for herein until notice of said default has been given by Seller to Purchaser and Purchaser shall have failed to remedy said default within thirty (30) days after the giving of notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Purchaser at their last known address. If Purchaser shall fail to make payment as herein provided and said failure shall continue for more than ten (10) days after the payment becomes due, Purchaser shall be deemed in default and Seller shall not be obligated to give notice to Purchaser of a declaration of said default.

WAIVER: No waiver of a breach of any covenant, term, or condition of this agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term, or condition or as a waiver of the covenant, term, or condition itself.

SUCCESSOR INTERESTS: The covenant, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, personal representatives and assigns of the parties hereto.

LITIGATION FEES AND EXPENSES: In the event suit or action is instituted to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney fees in such suit or action, in both trial court and appellate courts.

If this contract is placed in the hands of an attorney for collection, Purchaser promises to pay the reasonable attorney's fees and expenses of such attorney or agent even though no suit or action is commenced to collect this contract.

INTERPRETATION: As used in this contract, it is understood that the Seller or the Purchaser may be less than two persons; that if the context so requires, the plural pronoun shall be taken to mean and include the singular, 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 an individual.

IN WITNESS WHEREOF, The parties hereto have executed this agreement the day and year first above written.

A parcel of land situated in the Southwest Quarter of Section Twenty-four (24), Township Twenty (20) South, Range Ten (10) East of the Willamette Meridian, Deschutes County, Oregon, more particularly described as follows: Beginning at the West 1/4 corner of said Section 24; thence along the northerly line of the Southwest Quarter South 89° 43' 37" East 1331.64 feet to the true point of beginning; thence along the arc of a 120.00 foot radius curve to the right, whose central angle is 25° 50' 31", a distance of 54.12 feet to a point of reverse curvature; thence along the arc of a 180.00 foot radius curve to the left, whose central angle is 25° 50' 31", a distance of 81.18 feet; thence South 89° 43' 37" East 366.12 feet; thence South 00° 15' 09" East 692.62 feet; thence South 47° 12' 59" West 356.58 feet to the centerline of the Deschutes River; thence along the centerline of said river North 57° 32' 32" West 292.75 feet; thence leaving said river North 00° 37' 54" East 810.12 feet to the true point of beginning.

SUBJECT TO:

1. The rights of the public, if any, in and to that portion of said premises lying below the ordinary high water line of the Deschutes River;
2. The existence of roads, railroads, irrigation ditches and canals, telephone, telegraph and power transmission facilities.

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EXHIBIT A  
LAWRENCE

GRAY, FANCHER, HOLMES & HURLEY  
ATTORNEYS AT LAW  
40 N.W. GREENWOOD  
BEND, OREGON 97701

SELLER:

11181

Robert T. Morris  
ROBERT T. MORRIS

Jacqueline M. Morris  
JACQUELINE M. MORRIS

PURCHASER:

William H. Lawrence  
WILLIAM H. LAWRENCE

Geraldine Irey Lawrence  
GERALDINE IREY LAWRENCE

STATE OF OREGON, County of Deschutes: ss.

The foregoing instrument was acknowledged before me  
this 4 day of May, 1981, by ROBERT T. MORRIS and JACQUELINE  
M. MORRIS. June

Lucas Z. Hillstrand  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 2/27/84

MICHIGAN  
STATE OF ~~OREGON~~ MICHIGAN, County of ~~Deschutes~~ Washtenaw: ss.

The foregoing instrument was acknowledged before me  
this 26 day of May, 1981, by WILLIAM H. LAWRENCE and  
GERALDINE IREY LAWRENCE.

Phil R. Love  
NOTARY PUBLIC FOR ~~OREGON~~ MICHIGAN  
My Commission Expires: —

PHIL R. LOVE

Notary Public, Washtenaw County, Michigan  
My Commission Expires November 1, 1983

5a1  
PLEASE SIGN AND ACKNOWLEDGE  
THIS INSTRUMENT BEFORE A  
NOTARY PUBLIC.

SIGN YOUR NAME EXACTLY AS IT  
APPEARS ON THIS DOCUMENT.

EXHIBIT "B-3"  
Page 12 of 12

S & HURLEY  
Law

P. O. Box 1151

THIS FORM FURNISHED BY BEND TITLE COMPANY

11182

Do Not Destroy This Original Note: When paid, said Original Note, together with the Deed of Trust securing same, must be surrendered to Trustee for Cancellation and retention before reconveyance will be made.

**NOTE SECURED BY DEED OF TRUST**  
(STRAIGHT NOTE)

\$ 82,350.00 Van Nuys, California, April 26, 1972  
ON OR BEFORE MAY 1, 1982 - - - - - after date, for value received, I promise to pay to  
RESIDENTIAL PROPERTY PLANNING, INC., A California Corporation  
\_\_\_\_\_, or order,  
at 5430 Van Nuys Blvd. Suite 212 Van Nuys, California 91401  
the sum of EIGHTY THREE THOUSAND THREE HUNDRED FIFTY AND NO/100 - - - - DOLLARS,  
with interest from DATE ENDORSED HEREON until paid, at the rate of  
seven (7%) per cent per annum, payable monthly, or more. First interest payment  
to commence June 19, 1972.

Deed of Trust securing this note contains rider attached thereto and made a part thereof marked exhibit "A" consisting of two (2) pages.

Should interest not be so paid it shall thereafter bear like interest as the principal, but such unpaid interest so compounded shall not exceed an amount equal to simple interest on the unpaid principal at the maximum rate permitted by law. Should default be made in payment of interest when due the whole sum of principal and interest shall become immediately due at the option of the holder of this note. Principal and interest payable in lawful money of the United States. If action be instituted on this note I promise to pay such sum as the Court may fix as attorney's fees. This note is secured by Deed of Trust to TITLE INSURANCE AND TRUST COMPANY, a California corporation, as Trustee.

PAIM PLAZA, LTD. A Limited Partnership

BY: [Signature]  
Walter L. Schwartz, General Partner

TO 416 CA (11-68)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY  
DO NOT DESTROY THIS NOTE

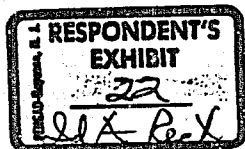


EXHIBIT "B-4"  
Page 1 of 2

FOR VALUE RECEIVED, WE, PRUDENTIAL PROPERTY PLANNING, INC., a California Corporation, do hereby transfer and assign to ALFRED J. SIEGMETH and VIOLET K. SIEGMETH, husband and wife, an undivided 3% interest; H. F. GRISWOLD and MARY JANE GRISWOLD, husband and wife, an undivided 3% interest; ROBERT O. BARTH, an undivided 15% interest; JAMES T. McMAHON, an undivided 3% interest; ETHEL C. MacGILLIVRAY, Trustee, an undivided 4.5% interest; WILLIAM H. CHRISTOFFERS and MARY K. CHRISTOFFERS, husband and wife, an undivided 3% interest; NATHAN E. MARTIN, an undivided 6% interest; ANTON SALEM and COLLEEN SALEM, husband and wife, an undivided 3% interest; JOSEPH J. GHIGLIA and ELIZABETH E. GHIGLIA, husband and wife, an undivided 2% interest; FRANCES B. D'AMORE, an undivided 1.3% interest; NORMAN H. BEAULIEU and MARGARET B. BEAULIEU, husband and wife, an undivided 2% interest; RICHARD F. McCLAIN and CATHERINE I. McCLAIN, husband and wife, an undivided 4% interest; STANLEY SLOMAN, an undivided 1.3% interest; EDWARD Y. GERDING and ILA A. GERDING, husband and wife, an undivided 2% interest; STUART H. PARKER, an undivided 4.5% interest; ROBERT T. MORRIS and JACQUELINE M. MORRIS, husband and wife, an undivided 21.2% interest; and DONALD F. WICKHAM and KATHLEEN WICKHAM, husband and wife, an undivided 21.2% interest, all our right, title and interest in and to the within Note and Trust Deed securing same without recourse.

DATED: June 5, 1972

PRUDENTIAL PROPERTY PLANNING, INC.,  
A California Corporation

By: Robert T. Morris

By: Donald F. Wickham

EXHIBIT "B-4"  
Page 2 of 2





11185

## NOTARIAL NOTE

\$30,000.00

Bend, Oregon

July 11, 1977.

FOR VALUE RECEIVED, I promise to pay Robert Morris and Associates, or order, at Bend, Oregon, Thirty Thousand and No/100 dollars in lawful money of the United States of America, with interest thereon, in like lawful money, in the amounts following, to-wit:

- (a) A payment of interest only on July 1, 1978 on the unpaid note balance. Interest will commence on July 1, 1977. The interest rate will be ten(10) percent per annum on the unpaid note balance from July 11, 1977 to July 1, 1985.

If any of said installments be not so paid,

said whole sum of both principal and interest shall become immediately due and collectible, at the option of the holder of this note. And in case suit or action or an appeal from any suit or action be instituted to collect this note, or any part thereof, I promise to pay such additional sum of money as the court may adjudge reasonable as an attorney's fee in such suit or action. In the event this note is referred to an attorney at law for collection I further agree to pay such reasonable attorney's fees as the holder hereof may incur to any attorney in the collection hereof or any part hereof even if no suit or action be instituted hereon.

  
ROBERT T. MORRIS  
GENERAL PARTNER  
SKYLINE INVESTORS OREG. LTD.

EXHIBIT "B-5"  
Page 2 of 5

16836

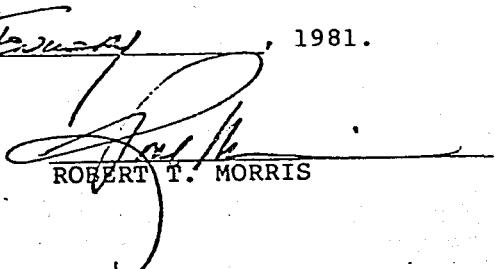
STATE OF OREGON  
County of Deschutes  
I hereby certify that the within instrument of writing was received for Record the 7 day of Jan A.D. 19 87 at 4:55 o'clock P M., and recorded in Book 305 on Page 952 Records of Montgomer  
ROSEMARY PATTERSON  
County Clerk  
By Rhonda Lane Deputy

11186

## ASSIGNMENT

I, ROBERT T. MORRIS, for good and valuable consideration, hereby assign to PATRICK J. OLIVER all my right, title and interest as a general partner in that certain Oregon Limited Partnership known as SKYLINE INVESTORS OREGON LIMITED.

DATED this 5th day of January, 1981.

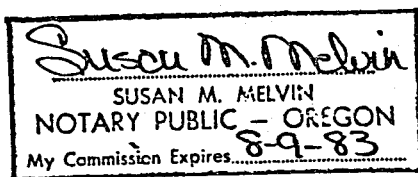
  
ROBERT T. MORRIS


STATE OF OREGON )

County of Deschutes )

ss

Personally appeared before me the above-named ROBERT T. MORRIS, and acknowledged the foregoing instrument to be his voluntary act. Before me:



  
Notary Public for Oregon  
My Commission expires: 8-9-83

11187

## ASSIGNMENT

I, PATRICK J. OLIVER, for good and valuable consideration, hereby assign to ROBERT T. MORRIS all my right, title and interest as a general partner in that certain Oregon Limited Partnership known as BURNING TREE INVESTORS OREGON LIMITED.

DATED this 5<sup>th</sup> day of January, 1981. 1981

Patrick J. Oliver  
PATRICK J. OLIVER

STATE OF OREGON )

County of Deschutes )

ss

Personally appeared before me the above-named PATRICK J. OLIVER, and acknowledged the foregoing instrument to be his voluntary act. Before me:

Susan M. Melvin  
SUSAN M. MELVIN  
NOTARY PUBLIC - OREGON  
My Commission Expires 8-9-83

Susan M. Melvin  
Notary Public for Oregon  
My Commission expires: 8-9-83

11188

\$ 30 000.00...

\* See Below

severally promise to pay to the order of Patrick J. Oliver (54%) Robert T. Morris (36%)  
and James P. French (10%) at 447 NE Greenwood, Bend, Oregon

Thirty Thousand Dollars ----- DOLLARS.

with interest thereon at the rate of 10% per annum from date until paid; interest to be paid  
annually and if not so paid, all principal and interest, at the option of the holder of this note, to become immediately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I we  
promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon; if a suit or  
an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any  
appeal therein, is tried, heard or decided.

\* Interest only due July 1st of  
each year. Principal due when  
Skyline Apartments at 11th &  
Roanoke, Bend, Or. are resold.

Skyline Investors, Oreg. Ltd.

*[Handwritten signatures]*

September 1, 1978  
after date, I (or if more than one maker) we jointly and  
severally promise to pay to the order of  
Round Lake Estates, LTD.,  
Round Lake Estates, LTD.,  
Round Lake Estates, LTD.  
at 447 N.E. Greenwood, Bend, OR 97701  
DOLLARS,  
TWO HUNDRED FIFTY AND NO/100  
6-15-1980 at \$500 per mo. until paid; interest to be paid  
with interest thereon at the rate of 8 1/2 % per annum from  
and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-  
diately due and collectible. Any part thereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we  
promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon, if a suit or  
an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court or courts in which the suit or action, including any  
appeal therein, is tried, heard or decided.  
Any prepayment of principal balance to  
Round Lake Estates, LTD. shall be ap-  
plied to principal and interest due on  
this note.

\$ 26,250.00 after date, I (or if more than one, we) agree to pay to the order of Robert Morris and Associates, LTD., Round Lake Estates, Ltd., at 447 N.E. Greenwood, Bend, OR 97701 \$ \_\_\_\_\_ DOLLARS,

I hereby promise to pay to the order of TERRY AND NO/100 \_\_\_\_\_ DOLLARS, to be paid

severally promise to pay to the order of \_\_\_\_\_ at \_\_\_\_\_ \$\_\_\_\_\_ until paid; interest to be paid  
TWENTY SIX THOUSAND TWO HUNDRED FIFTY AND NO/100 \$615.1980 at \$500 per mo., on the holder of this note, to become imme-  
diately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we  
promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed herein; if a suit or  
an action is filed, heard or decided.

*[Signature]*

Any prepayment of principal balance to appeal therein, is tried, heard or decided.

**FORM No. 216—PROMISSORY NOTE.**

18

SEVENING-NESS LAW PUB. CO., PORTLAND, ORE.

EXHIBIT "B-6"  
Page 1 of 1

Page 1 of 1

# Bend Title Company

P.O. BOX 752 • 1195 N.W. WALL STREET  
BEND, OREGON 97701 • TELEPHONE (503) 389-7711

WARREN J. PEASE  
Chairman of the Board  
CHARLES T. HEMPHILL, JR.  
President

ESCROW OFFICES:

**11190**

GREENWOOD BRANCH  
335 N.E. Greenwood  
Bend, Oregon 97701  
389-7941

SUNRIVER BRANCH  
Sunriver Mall  
Sunriver, Oregon 97701  
593-1613

SISTERS ESCROW OFFICE  
342 S.W. Hood  
Sisters, Oregon 97759  
549-8421/388-1509  
REDMOND ESCROW OFFICE  
728 W. Highland  
Redmond, Oregon 97756  
548-5055

LEGAL: Crook County, Oregon.

ESCROW NO. E-6365 and E-6365 A

TITLE NO. 35855 Crook Co.

CLOSING DATE March 8, 1982

ESCROW CLOSING STATEMENT FOR: BEAR CREEK RANCH, LTD.

Seller	Debits	Credits
<u>CROOK COUNTY PROPERTY:</u>		
Sales Price	\$	\$135,000.00
Contract balance (w/adjustment due to equity difference)	108,615.33	
1981-82 taxes owing (\$56.63)		
Interest to 3/15/82	56.63	
Pro-rated 1/15/82 to 7/1/82	.94	
		25.94
Hunting lease pro-rated (\$675.00) 1/15/82 to 10/1/82 (rent pro-rates \$650.00 less hunting lease pro-rate \$479.25)	170.75	
Real Estate Commission \$6,750.00 to Farnsworth & Vogt (\$2,743.13 on Note)	4,006.87	
Title Insurance: Purchaser's policy	477.50	
Recording fees:		
Deed (Morris to Bear Creek)	12.00	
1/2 Escrow fee to Bend Title Company	150.00	
Escrow Collection set-up fee to Bend Title Co. (Norquist)	88.75	
Escrow Collection set-up fee to Bend Title Co. (Lanier)	62.50	
Attorney fee to Lovlien (Paid outside escrow)	----	
Note and Trust Deed (unrecorded) from Norquist	21,384.67	
TOTAL:	\$135,025.94	\$135,025.94

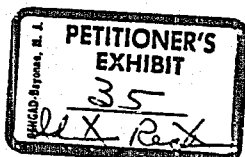


EXHIBIT "B-7"  
Page 1 of 11

We certify we have delivered copies of  
this statement to the above parties.

By: Dawn L. Lillis  
Certified Escrow Officer  
Dawn L. Lillis

Read, approved and accepted by the undersigned:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONTRACT OF SALE

THIS AGREEMENT made this 15 day of January, 1982

BETWEEN: Bear Creek Ranch, Ltd., a  
limited partnership,

hereinafter called Seller,

NORQUIST

AND: WAYNE J. NORQUIST and JANICE J. NORQUIST, NORQUIST  
husband and wife, and  
dba Wayne J. Nordquist & Assoc.

Norquist

hereinafter called Purchaser:

WITNESSETH:

The Seller agrees to sell to Purchaser and Purchaser  
agrees to purchase that certain land, and all improvements thereon,  
situated in Crook County, State of Oregon, described as follows:

IN TOWNSHIP 17 SOUTH, RANGE 17 EAST OF THE

WILLAMETTE MERIDIAN:

Section 29: All.

Section 30: E1/2NE1/4 and all that portion of  
Lots 2, 3 and 4, E1/2W1/2 and SE1/4  
lying North and East of Bear Creek Road  
(also known as Route #27) as now  
located and constructed.

Section 31: All that portion of the N1/2NE1/4 lying  
North and East of Bear Creek Road (also  
known as Route #27) as now located and  
constructed.

Section 32: That portion of the NW1/4, NW1/4NE1/4,  
SW1/4NE1/4, SE1/4NE1/4 and NE1/4SE1/4  
lying North and East of Bear Creek Road  
(also known as Route #27) as now located  
and constructed.

Section 33: All that portion of the W1/2SW1/4 lying  
North and East of Bear Creek Road (also  
known as Route #27) as now located and  
constructed.

EXHIBIT "B-7"  
Page 2 of 11

SUBJECT TO:

1. Reservations contained in Patents from the United States of America and Deeds from the State of Oregon.
2. Existing rights of way for roads, highways, irrigation ditches, canals and pole lines.



GRAY, FANCHER, HOLMES & HURLEY  
Attorneys at Law  
40 N.W. Greenwood Ave. - P. O. Box 1151  
Bend, Oregon

3. Easements granted to Central Electric Cooperative, Inc., as recorded in Book 86 of Deeds at page 299, and in Deeds No. 27580, Records of Crook County, Oregon.
4. Reservation of an undivided 1/2 interest in all mineral rights and mines as set out in deed from Claude C. Dunham et al to Harry B. Gouldin and wife, dated August 8, 1949 and recorded August 16, 1949 in Book 62 of Deeds at page 514, Records of Crook County, Oregon.
5. A Lease Agreement from A. D. Devore and Henrietta Devore, husband and wife, to Harold Burch, Robert Johnson, Martin Gray, James Franey, Delane Smith, Allen Maxwell, Rex McKnight, Rusty Applegate, Robert Malott and Forest Garrigus, Jr., dated October 1, 1966 and recorded January 2, 1969 in Book 7 of Miscellaneous Records, at page 291, Records of Crook County, Oregon, together with the following assignments thereof:
  - a. Assignment of their interest in said lease from Rex McKnight, Rusty Applegate, Harold Burch and Martin Gray to LeRoy Meierotto, Kenneth Rutherford, Roland Franey and Robert Morton, dated October 1, 1966 and recorded January 2, 1969 in Book 7 Miscellaneous Records at page 295, Records of Crook County, Oregon.
  - b. Assignment of said Lease from A. D. Devore and Mary Henrietta Devore, husband and wife, to Robert T. Morris and Jacqueline M. Morris, husband and wife, dated December 2, 1968 and recorded February 18, 1969 in Book 89 of Deeds at page 520, Records of Crook County, Oregon.
  - c. Assignment of said Lease from Robert T. Morris and Jacqueline M. Morris, husband and wife, to Gerald E. Lanier and Jeanniene A. Lanier, husband and wife, dated December 30, 1977 and recorded January 31, 1978 in Deeds No. 44462, Records of Crook County, Oregon.
6. An Agreement, including the terms and provisions thereof, between Gerald E. Lanier and Jeanniene A. Lanier, husband and wife, and Bear Crook Ranch, Ltd., a limited partnership, dated December 30, 1977 and recorded January 11, 1978 in Deeds No. 44209, Records of Crook County, Oregon.
7. As disclosed by the tax roll, the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the property will be subject to additional taxes or penalties and interest.
8. Road and Utility Easement for road and public utility purposes as set out in document from Bear Creek Ltd., a

EXHIBIT "B-7"  
Page 3 of 11



California limited partnership dated June 11, 1980 and recorded June 11, 1980 in Deeds No. 56000, Records of Crook County, Oregon.

11193

**PURCHASE PRICE AND TERMS:** The purchase price of the property which Purchaser agrees to pay shall be the sum of ONE HUNDRED THIRTY-FIVE THOUSAND AND NO/100-----DOLLARS, (\$135,000) payable as follows:

- (a) The sum of \$100,000 <sup>as per</sup> ~~and~~ which has previously been paid as earnest money.
- (b) The sum of \$4,900 which is paid upon execution hereof and ~~the equity in certain real property located in Walla Walla County, Washington, the deed for which has been delivered simultaneously herewith, which equity is hereby valued at \$25,000.~~ <sup>a Note & Trust Deed secured by</sup> ~~\$21,300.66.~~ <sup>\$108,615.33</sup>
- (c) The remaining balance of ~~\$100,000~~ shall be paid in quarterly installments commencing March 31, 1982 and quarterly thereafter of \$2000 for two years (2). Commencing March 31, 1984 quarterly installments shall be made of \$3000 for six years (6). Commencing March 31, 1990 quarterly installments shall be made of \$4000 with the entire balance, both principal and interest, due and payable on or before December 31, 1991.
- (d) The principal or unpaid balance thereof, or any installments thereof due and unpaid, and all interest due and unpaid shall draw interest at the rate of ten (10) percent per annum after maturity.

All payments hereunder shall be paid to Seller where Seller designates.

**INTEREST:** Interest on all unpaid balances shall commence on the date of execution.

**POSSESSION:** Purchaser shall be entitled to possession of the premises on the date of execution.

**PREPAYMENT PRIVILEGES:** Purchaser shall have the privilege of increasing any monthly payment or prepaying the whole

consideration at any time; provided that no additional payments shall be credited as regular future payments nor excuse Purchaser from making the regular monthly payments provided for in this agreement.

TAXES: All taxes levied against the above described property for the current tax year shall be prorated between Seller and Purchaser as of the date of execution. <sup>(as of 1-15-80).</sup> Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, private and statutory liens which may be hereafter lawfully imposed upon the premises.

PAYMENT OF REAL PROPERTY TAXES: The premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use the property will be subject to additional taxes or penalties and interest which shall be paid by the Buyer.

INSURANCE: The Purchaser agrees to keep the buildings on said premises insured against loss by fire, with extended coverage endorsement, in the amount of the reasonable insurable value thereof with loss payable to the Seller as his interest may appear at the time of loss. It is understood that any amount received by the Seller under said insurance in payment of a loss shall be applied upon the unpaid balance to the extent of the amount of the insurance payment received by Seller. Provided, however, it is agreed that, subject to the approval of any mortgagee holding security on this property, the Purchaser may elect to apply the proceeds of the insurance to repair or restore the damaged improvements on the

condition that the Purchaser holds the Seller harmless from any liability or indebtedness arising out of said repair and improvements and permits no liens to attach to the property arising out of said work; in the event the Purchaser so elects, the proceeds of the insurance shall not be applied upon the unpaid balance of the contract. All uninsured losses shall be borne by the Purchaser on or after the date Purchaser becomes entitled to possession.

IMPROVEMENTS, ALTERATIONS AND REPAIRS: Purchaser agrees that all improvements now located or which shall hereafter be placed on the premises 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. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon, or alterations thereof, and shall maintain the property and all improvements thereon and all alterations thereof in good condition and repair. Purchaser shall not otherwise make or cause to be made any improvements or alterations to the property without first obtaining the written consent of Seller, provided, however, such consent shall not be unreasonably withheld.

COVENANTS OF TITLE: Seller covenants that they are the owner of the above described property free of all encumbrances except as set forth herein and:

A Mortgage executed according to its terms from Robert T. Morris and Jacqueline M. Morris, husband and wife, to A. D. Devore and Mary Henrietta Devore, husband and wife, dated December 2, 1968 and recorded February 17, 1969 in Book 79 of Mortgages at page 280, Records of Crook County, Oregon, for the sum of \$39,562.56. (Covers other lands also).

Seller covenants to make all payments to be paid on said

encumbrances as the same fall due, and in the event of Seller's failure to so do, the Purchaser shall have the right to make such payment or payments and deduct the amount so paid from the balance remaining due under this agreement.

**TITLE INSURANCE:** Seller shall furnish at their expense a Purchaser's title insurance policy in the amount of \$135,000 within thirty (30) days from the date hereof, insuring Purchaser against loss or damage sustained by them by reason of the unmarketability of Seller's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

**DELIVERY OF DEED:** Upon payment of the entire purchase price for the property as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Seller shall forthwith execute and deliver to Purchaser a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as above provided and those placed upon the property or suffered by Purchaser subsequent to the date of this agreement.

**REPRESENTATIONS:** Purchaser has purchased the property solely upon Purchaser's own inspection and personal knowledge of the premises and opinion of the value thereof, and no promise to alter, repair, or improve said premises has been made by the Seller or by any agent of the Seller.

EXHIBIT "B-7"  
Page 7 of 11

The parties acknowledge that the attorney drafting this agreement and related documents represents only the Seller.

ASSIGNMENT: The Purchaser shall not sell, transfer, or assign their interest in this contract, or any interest in said real property, without first obtaining the written consent of the Seller.

DEFAULT: In the event Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Seller shall, at their option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity.

(b) To declare the full unpaid balance of the purchase price immediately due and payable.

(c) To specifically enforce the terms of this agreement by suit in equity.

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of Purchaser shall revert and revest in Seller without any act of reentry or without any other act by Seller to be performed, and Purchaser agrees to peaceably surrender said premises to Seller, or in default thereof Purchaser may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

(e) With respect to any part of the property which constitutes personal property in which Seller has a security interest, Seller may exercise the rights and remedies of a secured party as provided by the Uniform Commercial Code.

(f) Any other rights provided by law.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to

make payment as provided for herein until notice of said default has been given by Seller to Purchaser and Purchaser shall have failed to remedy said default within 30 days after the giving of notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Purchaser at their last known address. If Purchaser shall fail to make payment as herein provided and said failure shall continue for more than 10 days after the payment becomes due, Purchaser shall be deemed in default and Seller shall not be obligated to give notice to Purchaser of a declaration of said default.

**ADVANCES BY SELLER:** In the event Purchaser fails to pay, when due, any amounts required of Purchaser to be paid to third parties hereunder, Seller may pay any or all such amounts. If Seller makes any such payments the amounts thereof shall be immediately due and payable. Until paid, such amounts shall be secured by this contract and shall bear interest at the rate of 11 percent per annum. Seller's election to make any payments pursuant to this paragraph shall not constitute a waiver of Seller's right to declare Purchaser in default of this contract.

**WAIVER:** No waiver of a breach of any covenant, term or condition of this agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or as a waiver of the covenant, term or condition itself.

**SUCCESSOR INTERESTS:** The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to

the benefit of the heirs, personal representatives and assigns of the parties hereto.

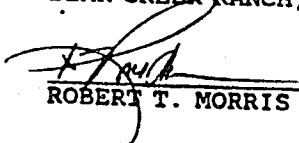
LITIGATION FEES AND EXPENSES: In the event suit or action be instituted to enforce any of the terms or conditions of this agreement, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the court may adjudge reasonable as attorney fees in such suit or action, in both trial court and appellate courts.

If this contract is placed in the hands of an attorney for collection, Purchaser promises to pay the reasonable attorney's fees and expenses of such attorney or agent even though no suit or action is commenced to collect this contract.

INTERPRETATION: As used in this contract, it is understood that the Seller or the Purchaser may be less than two persons; that if the context so requires, the plural pronoun shall be taken to mean and include the singular, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed, and implied to make the provision hereof apply equally to an individual.

IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

BEAR CREEK RANCH, LTD.

  
ROBERT T. MORRIS

NORQUIST

WAYNE J. NORDQUIST & ASSOC.

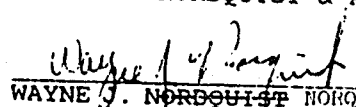
  
WAYNE J. NORDQUIST NORQUIST

EXHIBIT "B-7"  
Page 10 of 11

JANICE J. NORDQUIST NORQUIST

GRAY, FANCHER, HOLMES & HURLEY

Attorneys at Law

40 N.W. Greenwood Ave. P. O. Box 1151  
Bend, Oregon

STATE OF OREGON, County of Washington, ss:

Personally appeared the above named ROBERT T. M. BEAR, BEAR CREEK RANCH, LTD., and acknowledged the foregoing instrument to be his voluntary act. Before me:

Donna R. Sullivan  
NOTARY PUBLIC FOR OREGON

My Commission Expires 11/1/90

STATE OF OREGON, County of Washington, ss:

Personally appeared the above named WAYNE J. NORDQUIST and ~~JANICE J. NORDQUIST~~, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Donna R. Sullivan  
NOTARY PUBLIC FOR OREGON

My Commission Expires 11/1/90

STATE OF OREGON, County of \_\_\_\_\_, ss:

Personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act. Before me:

NOTARY PUBLIC FOR OREGON

My Commission Expires \_\_\_\_\_

EXHIBIT "B-7"  
Page 11 of 11



## PROMISSORY NOTE

11201

\$ 37,000.00

Bend, Oregon, March \_\_\_\_, 1982

For value received, we promise to pay to ROBERT T. MORRIS and JACQUELINE M. MORRIS or order, the sum of THIRTY SEVEN THOUSAND DOLLARS with interest thereon at the rate of 10.5 percent per annum from \_\_\_\_, 1982, payable in monthly installments of not less than \$400.00, including interest, commencing on the \_\_\_\_ day of \_\_\_\_, 1982 and on the same day of each and every month thereafter until \_\_\_\_, 1992 when the full balance of principal and interest shall be paid in full. The principal or unpaid balance thereof, or any installments thereof due and unpaid, and all interest due and unpaid shall draw interest at the rate of thirteen percent (13%) per annum after maturity.

If any of said installments be not so paid, said whole sum of both principal and interest shall become immediately due and collectible at the option of the holder of this note.

In case suit or action or appeal from any suit or action is instituted to collect this note or any part hereof, we promise to pay such additional sum of money as the court may adjudge reasonable as attorneys fees in said suit or action. In the event this Note is referred to an attorney at law for collection, we further agree to pay such reasonable attorneys fees as the holder thereof may incur to any attorney in the collection hereof or any part hereof even if no suit or action has been instituted.

Note & Trust Deed terms  
read & approved.

BY: 1  
BY: \*

EUGENE P. GONZALES

CLAUDIA R. GONZALES

EXHIBIT "B-8"  
Page 1 of 2

# Bend Title Company

P.O. BOX 752 • 1195 N.W. WALL STREET  
BEND, OREGON 97701 • TELEPHONE (503) 389-7711

AREN J. PEASE  
Chairman of the Board  
ALEST HEMPHILL, JR.  
President

ESCROW OFFICES:

11202

☐ GREENWOOD BRANCH  
335 N.E. Greenwood  
Bend, Oregon 97701  
389-7941  
☐ SUNRIVER BRANCH  
Sunriver Mall  
Sunriver, Oregon 97701  
593-1813

☐ SISTERS ESCROW OFFICE  
342 S.W. Hood  
Sisters, Oregon 97759  
549-8421/368-1509  
☐ REDMOND ESCROW OFFICE  
728 W. Highland  
Redmond, Oregon 97756  
548-6055

20 10 24 C 100; 1-4

Deschutes County, OR

ESCROW NO. E-6152

TITLE NO. 64606-MT

CLOSING DATE March 1982

CROW CLOSING STATEMENT FOR: ROBERT T. MORRIS and JACQUELINE M. MORRIS, Sellers

	Debits	Credits
Sales price	\$	\$ 49,500.00
Note & Trust Deed from Purchasers	37,000.00	
Taxes owing: tax lot #100		
1978-79 \$ 244.24		
interest 89.15		
1979-80 374.36		
interest 91.72		
1980-81 380.85		
interest 53.32		
1981-82 509.91		
interest + 11.88		
\$1,755.43	1,755.43	
1981-82 taxes pro-rated ( \$509.91 ) 3-15 to 7-1-82		150.93
Real Estate Commission: R.M.A. $\frac{1}{2}$	2,500.00	
Condomart $\frac{1}{2}$	2,500.00	
Title insurance policy (rate)	156.00	
Atty. Lovlien document preparation	235.00	
$\frac{1}{2}$ Escrow fee (rate)	75.00	
Collection account set up fee	37.75	
SALES PROCEEDS	5,391.75	

Certify we have delivered copies of  
statement to the above parties.

Read, approved and accepted by the undersigned:

Certified Escrow Officer  
Dawn L. Lillis

EXHIBIT "B-8"

EXHIBIT B

STATE OF OREGON; COUNTY OF KLAMATH; ss

I hereby certify that the within instrument was received and filed for  
record on the 25 day of August A.D., 19 82 at 2:48 o'clock p M  
and duly recorded in Vol M 82, of Deeds on page 11148

FEE \$220.00

EVELYN BIEHN COUNTY CLERK  
by *[Signature]* Deputy