

MAIL TAX STATEMENTS TO:

James E. Jacobson
 Janett L. Jacobson
 2333 Dahlia Street
 Klamath Falls, Oregon 97601

WHEN RECORDED MAIL TO:

GIACOMINI, JONES & ASSOCIATES
 Attorneys at Law
 635 Main Street
 Klamath Falls, OR 97601

MEMORANDUM OF CONTRACT FOR DEED executed by the undersigned for placing of record pursuant to ORS 93.640(1) the following information:

1. **Name of Transferor:** MARY WELLS BEINKE, also known as MARY WELLS OTTEMAN
2. **Name of Transferee:** JAMES E. JACOBSON and JANETT L. JACOBSON, husband and wife
3. **Legal Description of Property Involved:** Real property in the area surveyed and recorded as Terminal City, Klamath County, Oregon, to-wit: All of Block 18 including the house and shop thereon, all Block 19, all Block 26, all Block 24, and lots 1, 2, 3, 4, 5, 6, 7 and 8 in Block 25.
4. **Description of Interest Transferred:** Equity in the above described real property subject to general terms, covenants and provisions set forth on the reverse hereof and a due on sale clause.
5. **Terms of Agreement and True and Actual Consideration for the Transfer:** \$125,000.00 in variable terms.

In construing this memorandum and where the context so requires, the singular includes the plural.

Dated this 18th day of October, 1982.

Mary Wells Beinke
 Mary Wells Beinke

J. E. Jacobson Dred
 James E. Jacobson

Janett L. Jacobson
 Janett L. Jacobson

STATE OF Oregon, County of Klamath) ss. October 18, 1982
 Personally appeared the above named Mary Wells Beinke also known as Mary Wells Otteman

and acknowledged the foregoing instrument to be her voluntary act and deed.

(Official Seal)

Before me:

Ela Gilbert
 Notary Public for Oregon
 My commission expires 6-1-85

STATE OF Oregon, County of Klamath) ss. October 18, 1982
 Personally appeared the above named James E. Jacobson and Janett L. Jacobson, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

(Official Seal)

Before me:

Ela Gilbert
 Notary Public for Oregon
 My commission expires 6-1-85

MAIL TAX STATEMENTS AS DIRECTED ABOVE

GENERAL TERMS, COVENANTS, CONDITIONS AND PROVISIONS

14054

Seller hereby warrants to Buyer that Seller has good and merchantable title to the real property described in this Contract, subject to the exceptions 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 25% 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 hereof 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 in which Seller may appear, which shall bear interest at 25% from date of demand therefor. Failure of Buyer to pay Seller for 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:

a. 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.

b. 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:

a. 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.

b. 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.

c. 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 thereto 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.

Filed for record.

this 21 day of Oct A.D. 19 82 at 4:14 o'clock P.M. and

duly recorded in Vol. M82 of Deeds Fee \$8.00

EVELYN BIEH County Clerk
By Joyce M. Chase