

THIS AGREEMENT, made and entered into this 15th day of December, 1982, by and between HENRY F. JARRARD and DOROTHY Z. JARRARD, husband and wife, hereinafter called Vendor, and HEINZ G. ZANDT and MARIA J. ZANDT, husband and wife: ALECK A. GALUSKA and NELLIE GALUSKA, husband and wife: E. GARY WILLOUGHBY and HAZEL M. WILLOUGHBY, husband and wife: JERRY AMBURN, a single man; MARTINE ZANDT, a single woman; and BRUCE COOPER, a single man, hereinafter called Vendee.

## 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:

Government Lots 6, 11 and 14 and Lot 3 EXCEPTING THEREFROM: Beginning at the Northwest corner of Lot 3; thence East 330 feet more or less; thence South 660 feet more or less; thence West 330 feet more or less; thence North 660 feet more or less to the point of beginning in Section 33, Township 35 South, Range 7 East of the Willamette Meridian.

SUBJECT TO: Rights of the public in and to any portion of said premises lying within the limits of roads and highways; Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Modoc Point Irrigation District; Requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby: Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any.

NOTE: The premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land:

at and for a price of \$93,750.00, payable as follows, to-wit: \$25,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$68,750.00 with interest at the rate of 8% per annum from December 15, 1983, payable in installments of not less than \$575.07 per month, inclusive of interest, the first installment to be paid on the 15th day of January, 1983, and a further installment on the 15th day of every month thereafter until December 15, 1993, when the entire balance of principal and interest is due and payable.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at U. S. National Bank, Town & Country Branch, at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid; that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall not cut or remove timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said property immediately.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as set forth above, which vendee assumes, and will place said deed together with one of these agreements in escrow at the U. S. National Bank, at Klamath Falls, Oregon, the Town & Country Branch, and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the

WILLIAM L. SISEMORE  
Attorney at Law  
540 Main Street  
KLAMATH FALLS, ORE.  
97601

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1 terms and conditions of this contract, said escrow holder shall deliver said  
2 instruments to vendee, but that in case of default by vendee said escrow holder  
shall, on demand, surrender said instruments to vendor.

3 But in case vendee shall fail to make the payments aforesaid, or any of them,  
4 punctually and upon the strict terms and at the times above specified, or fail to  
5 keep any of the other terms or conditions of this agreement, time of payment and  
6 strict performance being declared to be the essence of this agreement, then vendor  
7 shall have the following rights: (1) To foreclose this contract by strict fore-  
8 closure in equity; (2) To declare the full unpaid balance immediately due and pay-  
9 able; (3) To specifically enforce the terms of the agreement by suit in equity;  
10 and in any of such cases, except exercise of the right to specifically enforce  
this agreement by suit in equity, all the right and interest hereby created or  
then existing in favor of vendee derived under this agreement shall utterly cease  
and determine, and the premises aforesaid shall revert and revest in vendor with-  
out any declaration of forfeiture or act of reentry, and without any other act  
by vendor to be performed and without any right of vendee of reclamation or com-  
pensation for money paid or for improvements made, as absolutely, fully and per-  
fectly as if this agreement had never been made.

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

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

18 Vendee further agrees that failure by vendor at any time to require per-  
19 formance by vendee of any provision hereof shall in no way affect vendor's right  
20 hereunder to enforce the same, nor shall any waiver by vendor of such breach of  
any provision hereof be held to be a waiver of any succeeding breach of any such  
provision, or as a waiver of the provision itself.

21 In construing this contract, it is understood that vendor or the vendee may  
22 be more than one person; that if the context so requires the singular pronoun  
23 shall be taken to mean and include the plural, the masculine, the feminine, and  
24 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.

25 This agreement shall bind and inure to the benefit of, as the circumstances  
26 may require, the parties hereto and their respective heirs, executors, administra-  
tors and assigns.

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

28 Henry F. Jarrard  
Henry F. Jarrard

Heinz G. Zandt  
Heinz G. Zandt

29 Dorothy Z. Jarrard  
Dorothy Z. Jarrard

Maria J. Zandt  
Maria J. Zandt

31 Aleck A. Galuska  
Aleck A. Galuska

Nellie Galuska  
Nellie Galuska

32  
WILLIAM L. SISEMORE  
Attorney at Law  
540 Main Street  
KLAMATH FALLS, ORE.  
97601

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E. Gary Willoughby  
E. Gary Willoughby

Hazel M. Willoughby  
Hazel M. Willoughby

Gerald L. Amburn  
Gerald L. Amburn

Martine Zandt  
Martine Zandt

Bruce Cooper  
Bruce Cooper

STATE OF OREGON )  
County of Klamath ) SS

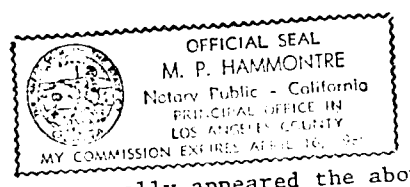
On this 12<sup>th</sup> day of December, 1982, personally appeared the above-named Henry F. Jarrard and Dorothy Z. Jarrard, husband and wife, and acknowledged the foregoing instrument to be their act and deed. Before me:

(SEAL)  
My Commission Expires: 11-2-86  
Dusan Patzke  
Notary Public for Oregon

STATE OF CALIFORNIA )  
County of LOS ANGELES ) SS

On this 30<sup>th</sup> day of December, 1982, personally appeared the above-named Heinz G. Zandt and Maria J. Zandt, husband and wife, and acknowledged the foregoing instrument to be their act and deed. Before me:

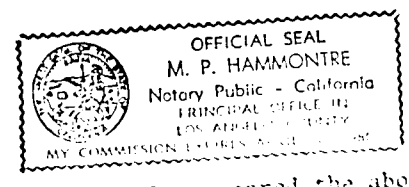
(SEAL)  
My Commission Expires:  
M. P. Hammontre  
Notary Public for CALIFORNIA



STATE OF CALIFORNIA )  
County of LOS ANGELES ) SS

On this 30<sup>th</sup> day of December, 1982, personally appeared the above-named Aleck A. Galuska and Nellie Galuska, husband and wife, and acknowledged the foregoing instrument to be their act and deed. Before me:

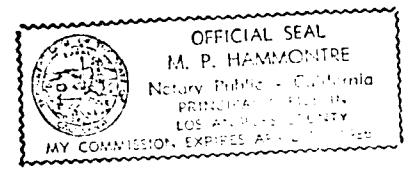
(SEAL)  
My Commission Expires:  
M. P. Hammontre  
Notary Public for CALIFORNIA



STATE OF CALIFORNIA )  
County of LOS ANGELES ) SS

On this 30<sup>th</sup> day of December, 1982, personally appeared the above-named E. Gary Willoughby and Hazel M. Willoughby, husband and wife, and acknowledged the foregoing instrument to be their act and deed. Before me:

(SEAL)  
My Commission Expires:  
M. P. Hammontre  
Notary Public for CALIFORNIA



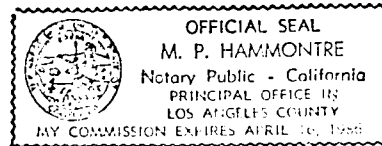
WILLIAM L. SISEMORE  
Attorney at Law  
540 Main Street  
KLAMATH FALLS, ORE.  
97601  
503/882-7229

1 STATE OF California )  
 2 County of Los Angeles ) SS

3 On this 30<sup>th</sup> day of December, 1982, personally appeared the above-named Jerry  
 4 Amburn and acknowledged the foregoing instrument to be his act and deed. Before

[Signature]  
 Notary Public for California

5 (SEAL)  
 6 My Commission Expires:

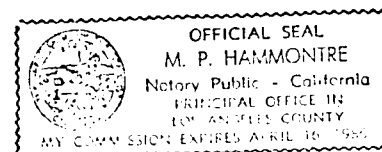


7 STATE OF California )  
 8 County of Los Angeles ) SS

9 On this 30<sup>th</sup> day of December, 1982, personally appeared the above-named Martine  
 10 Zandt and acknowledged the foregoing instrument to be her act and deed. Before

[Signature]  
 Notary Public for California

11 (SEAL)  
 12 My Commission Expires:

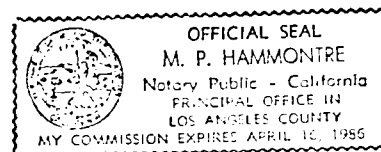


13 STATE OF California )  
 14 County of Los Angeles ) SS

15 On this 30<sup>th</sup> day of December, 1982, personally appeared the above-named Bruce  
 16 Cooper and acknowledged the foregoing instrument to be his act and deed. Before

[Signature]  
 Notary Public for California

17 (SEAL)  
 18 My Commission Expires:



25 STATE OF OREGON; COUNTY OF KLAMATH; ss.

26 Filed for record \_\_\_\_\_ 11:07  
 27 s. 13 day of Jan. A.D. 1983 at \_\_\_\_\_ clock A.M.  
 28 duly recorded in Vol. M83, of Deeds on Pg. 646.  
 29 Fee \$16.00 By [Signature]  
 30

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