

LAND SALES CONTRACT

THIS AGREEMENT, made and entered into this 26th day of January, 1983 by and between LOUIS D. HUNTER, JR., hereinafter called Seller, and JAMES C. ROGERS and JO ANN ROGERS, husband and wife, hereinafter called Buyers.

WITNESSETH:

Seller agrees to sell to the Buyers and the Buyers agree to buy from the Seller for the price and on the terms and conditions set forth herein, all of the following described real property and improvements located in Klamath County, State of Oregon, the legal description of which is more particularly set out in Exhibit A hereto which, by this reference, is incorporated herein as though fully set out. The Seller's interest in that property is subject to the taxes, assessments, rights of way, and other reservations, restrictions, and encumbrances set out in Exhibit B hereto which, by this reference, is incorporated herein as though fully set out.

The purchase price of the property, improvements, and the inventory and machinery listed on the attached statement shall be the sum of ONE HUNDRED SIXTY THOUSAND DOLLARS (\$160,000.00) payable as follows: \$60,000 upon the execution hereof; the balance of \$100,000 shall be paid in monthly installments of \$1,200.17 INCLUDING interest at the rate of 12 percent per annum on the unpaid balance. The first such installment shall be paid on the 26th day of ~~February~~ JANUARY 1983 and a further and like installment shall be paid on or before the 26th day of each month thereafter until the entire purchase price, including both principal and interest is paid in full. J.C.R. JAR

It is mutually agreed as follows:

- 1) Interest as aforesaid shall commence from January 26, 1983. Buyers shall be entitled to possession of the property as of the date this document was executed by all parties;
- 2) After 1/27/83, Buyers shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment. However, in the event of such a prepayment of any remaining balance of this agreement, the Seller is under no obligation to prepay the land sales contract referred to in Exhibit B hereto;
- 3) Buyers shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon the subject property. Buyers shall pay, regularly and before the same shall become delinquent, all encumbrances of whatsoever kind affecting said property after this date, provided, all taxes, assessments, and charges for the current year shall be pro-rated as of the date of this document. During the term of the mortgage in favor of Klamath First Federal Savings and Loan Association, set out more fully in Exhibit B hereto, said institution will collect from the Seller monthly and pay yearly all real property taxes and assessments accruing against the subject property. In addition to the monthly payments hereinabove required of the Buyers, Buyers agree to pay all taxes assessed against the property which is the subject of this contract prior to their becoming delinquent. In the event Buyers shall fail to so pay, when due, any such matters or amounts required by the Buyers to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by the Sellers, and such amount shall bear interest at the same rate as provided above. In the event that

of such a payment or payments, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefore. Any such payments shall be without waiver of any rights arising to Seller for Buyers' breach of contract.

- 4) Buyers shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value therefore, with loss payable to the parties hereto and the interest herein reflected, if any, as their interests appear at the time of loss. All uninsured losses shall be borne by the Buyers on or after the date that the Buyers become entitled to possession.
- 5) Buyers agree that all improvements now located on or which shall hereafter be placed on the property 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 the Seller. Buyers shall not commit or suffer any waste of the property or any improvement thereon or alteration thereof, and shall maintain the property, improvements, and alterations thereof in good condition and repair. Buyers shall not make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of the Seller. Such written consent shall not unreasonably be withheld.
- 6) Seller shall, upon the execution of this document, make and execute in favor of Buyers a good and sufficient deed covering said property free and clear of all liens and encumbrances, except as set out in Exhibit B hereto or provided elsewhere in this document. Buyers shall place such deed, together with an executed copy of this agreement, in escrow at Mountain Title Company, 407 Main Street, Klamath Falls, Oregon 97601, and shall enter into written escrow instructions in a form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that, when, and if, Buyers shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said deed to Buyers. However, in the case of default by the Buyers, said escrow holder shall, on demand, surrender said instruments to the Seller.
- 7) Until a change is requested, all tax statements shall be sent to the following address:
James C. Rogers and JoAnn Rogers
2108 Washburn Way
Klamath Falls, Oregon 97601
- 8) Buyers certify that this contract of purchase is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof. Buyers further certify that no attempt has been made to influence their judgment and that no representations as to the condition or repair of said premises have been made by the Seller or any agent of the Seller. Buyers take said property and the improvements thereon in the condition existing at the time of this agreement.
- 9) Buyers shall not assign this agreement, his rights thereunder, or in the property covered thereby without the written consent of the Seller. Such consent shall not be unreasonably withheld.
- 10) Notwithstanding any other provision of this agreement, it is expressly understood by the parties that the interest conveyed by this contract is subject to the Vendor's interest in that certain land sales contract recorded August 31, 1981 in Volume M81 at Page 15482 of the Microfilm Records of Klamath County Oregon, which in turn is subject to a mortgage and assignment of rentals in favor of Klamath First Federal Savings and Loan Association, recorded June 31, 1977 in Volume M77 at Pages 11572 and 11574 of the Microfilm Records of Klamath County Oregon.

PROVIDED, FURTHER, in the event that Buyers shall fail to make the payments required of them in this document, or any of them, punctually, and upon the strict terms and times above specified or fail to keep any of the other terms or conditions of this agreement time of payment and strict performance being declared to be the essence of this agreement, then Seller may execute one or more of the following rights:

- 1) To foreclose this contract by strict foreclosure in equity;
- 2) To declare the full and unpaid balance immediately due and payable;
- 3) To specifically endorse the terms of this agreement by suit in equity;
- 4) To enforce any other remedy provided by law, provided however, that Seller may not enforce any of the above said remedies unless the Seller has first given the Buyers written notice of such default of the terms and conditions of this agreement and such default has continued uncured for a period of ten days following receipt of said notice by the Buyers. Said notice shall be deemed received three days after being deposited in the United States Mail at Klamath Falls, Oregon, when mailed by certified mail, return receipt requested, postage prepaid, to the last-known address of the Buyers.

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

In case suit or action is instituted to foreclose or to enforce any of the provisions of this agreement, the prevailing party in such suit or action shall be entitled to receive from the other party their costs, which shall include reasonable costs of title reports and title search, and such sum as the trial court or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in such suit or action and or appeal, if appeal is taken.

Buyers further agree that failure by the Seller at any time to require performance by the Buyers of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any 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.

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

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 26 day of January, 1983.

[Signature]
SELLER

[Signature]
BUYER

[Signature]
BUYER

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Return:
MTC

TAXES:
James C. Rogers
3108 W. Main St.
Klamath Falls, Or 97601

1398

STATE OF OREGON,

County of Klamath

} ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE

BE IT REMEMBERED, That on this 26th day of January, 1983,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Louis D. Hunter, Jr. and James C. Rogers and Jo Ann Rogers

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that their executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Jane Stille
Notary Public for Oregon.
My Commission expires 7/13/85

EXHIBIT "A"

1399

A tract of land situated in Lot 3, Block 2, as shown on the map entitled "TRACT 1080 WASHBURN PARK", a duly recorded subdivision in Klamath County, Oregon, said tract of land being more particularly described as follows:

Beginning at the Northeast corner of said Lot 3, said point being at the intersection of the Southerly right of way line of the O.C. & E. railroad and the Westerly right of way line of Washburn Way; thence S00°03'30"W, along said Washburn Way right of way line, 94.58 feet; thence N89°56'30"W 161.96 feet to a point on the West line of said Lot 3; thence N00°03'30"E 138.59 feet to a point on a curve, radius point of which bears S06°50'01"E 356.28 feet; thence along the arc of said curve to the right (central angle equals 08°32'26" and radius equals 356.28 feet) 53.11 feet to a point on the said Southerly right of way line of the O.C. & E. railroad, being the North line of said Lot 3; thence S66°51'15"E 118.43 feet to the point of beginning.

EXHIBIT B

1400

1. The premises herein described are within and subject to the statutory powers, including the power of assessment of South Suburban Sanitary District.
 2. Assessments, if any, due to the City of Klamath Falls for water use.
 3. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads, or highways.
 4. Reservations and restrictions as contained in plat dedication to-wit: "said plat subject to: Building set-back lines as prescribed in present applicable ordinances; all existing easements and/or as shown on the annexed plat; additional restrictions as provided for in any recorded protective covenants."
 5. Subject to a 25 foot building setback from Washburn Way as shown on dedicated plat.
 6. Easements for water main or pipe lines, including the terms and provisions thereof, given by Samuel S. Johnson dba S.S. Johnson Company, dated June 26, 1967, recorded July 10, 1967 in Volume M67, page 5156, Microfilm Records of Klamath County, Oregon, given to Oregon Water Corporation.
 7. Right of Way Easements, including the terms and provisions thereof, given by Harry R. Waggoner and Norma E. Waggoner, to California Pacific Utilities Company dated November 10, 1970, recorded November 30, 1970 in Volume M70, page 10618, Microfilm Records of Klamath County, Oregon.
 8. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.
 Dated: June 29, 1977
 Recorded: June 30, 1977
 Volume: M77, page 11572, Microfilm Records of Klamath County, Oregon
 Amount: \$75,000.00
 Mortgagor: Royce G. Shaffer and Velta L. Shaffer, husband and wife; Lyle W. Shaffer and Shirley L. Shaffer, husband and wife, George M. Shaffer and Jahala L. Shaffer, husband and wife.
 Mortgagee: Klamath First Federal Savings and Loan Association
- Conditional Assignment of Rentals, including the terms and provisions thereof,

- continued -

1401

Dated: June 29, 1977
Recorded: June 30, 1977
Volume: M77, page 11574, Microfilm Records of Klamath County,
Oregon
To: First Federal Savings and Loan Association of Klamath Falls.
(Affects Lot 3)

9. Real Estate Contract, including the terms and provisions thereof,
Dated: August 28, 1981
Recorded: August 31, 1981
Volume: M81, page 15482, Microfilm Records of Klamath County,
Oregon

Vendor: Royce G. Shaffer and Velta L. Shaffer, husband and
wife; Lyle W. Shaffer and Shirley L. Shaffer, husband
and wife; and George M. Shaffer, Jr. and Jahala L.
Shaffer, husband and wife.

Vendee: Louis Hunter, Jr. and Donna Jean Hunter, husband and wife.

By Decree of Dissolution of Marriage, Circuit Court Case
No. 81-1207-1, Donna Jean Hunter, petitioner and Louis David
Hunter, Jr. respondent: "Husband shall be awarded his business,
known as Discount Auto Service & Supply, 2108 Washburn Way,
Klamath Falls, Oregon, free and clear of any interest of Wife
herein, and subject to any encumbrances thereon which he shall
pay and hold wife harmless therefrom."

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record .

1:46

this 26 day of Jan A.D. 19 83 at o'clock P M

duly recorded in Vol. M83, of Deeds on c 1395

Fee \$28.00

EV. EYN BIEHN, Court Clerk

By *[Signature]*