

THIS CONTRACT, Made this 4th day of April, 1973, between Patscheck-Veiga Development, Inc. and Robert and Susan Inglis, husband and wife

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon

The North West 1/4 of the South East 1/4 of the South West 1/4 of Section 19, Township 32 South Range 8, East Willamette Meridian, consisting of ten acres, more or less. Excluding therefrom the Easterly 30 feet as a non-exclusive easement for the purpose of ingress and egress.

for the sum of Three Thousand, nine hundred and no/00--Dollars (\$3,900.00) (hereinafter called the purchase price) on account of which Thirty-Nine and no/00 Dollars (\$39.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

Balance of \$2,861.00 to be paid at the rate of \$39.00 or more per month including interest. First payment due April 10, 1973, and a like payment due the same day of each month until paid in full.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes, (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 8% in addition to being included in per cent per annum from April 10, 1973 until paid, interest to be paid monthly and the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

At the time of the execution hereof, the sellers herein (who are husband and wife) own said described real estate as tenants by the entireties; wherefore, the sellers intend and declare that their interest in this contract and in the unpaid purchase price of said described real estate hereafter shall be that of joint tenants with the right of survivorship and not that of tenants in common; in the event of the death of one of the sellers, the title to the seller's interest in this contract and in and to the then unpaid balance of said purchase price, principal and interest, immediately shall vest solely in the survivor of the sellers.

The buyer shall be entitled to possession of said lands on 1973 and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and other liens and save the sellers harmless therefrom and reimburse sellers for all costs and attorney's fees incurred by them in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ in a company or companies satisfactory to the sellers, with loss payable to the sellers as their interest may appear and all policies of insurance to be delivered to the sellers as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the sellers may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid without waiver, however, of any right arising to the sellers for buyer's breach of contract.

The sellers agree to buy a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises they will furnish unto buyer at their expense and within ten days from the date hereof, or contract is paid in full. in the sellers on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Sellers also agree that when said purchase price is fully paid and upon request and upon surrender of this agreement, they will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the sellers at their option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon, as once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the sellers hereunder shall utterly revert to and revert in said sellers to the possession of the premises above described and all other rights acquired by the buyer or his assigns under this contract and such payments had never been made; and in case of such default all payments herebefore made on this contract are to be retained by and belong to said sellers as the agreed and reasonable rent of said premises up to the time of such default. And the said sellers, in case of such default, shall have the right immediately or at any time thereafter to enter upon the land aforesaid without any process of law and take immediate possession thereof together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the sellers at any time to require performance by the buyer of any provision hereof shall in no way affect their right hereunder to enforce the same, nor shall any waiver by said sellers 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$3,900.00 (However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which).)

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiffs in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine shall include 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 corporations and to individuals; also, in the event of the demise of one of said sellers, that the word "sellers" shall mean only the survivor of them and the heirs and assigns of such survivor.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Handwritten signatures of Robert S. Inglis and Susan S. Inglis, and Patscheck-Veiga Development, Inc.

IMPORTANT NOTICE: Date, by lining out, whichever warranty, (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a vendor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols (1), if not applicable, should be deleted; see Oregon Revised Statutes, Section 92.030. (Notarial acknowledgment on reverse).

1973 JUN 20

10304

(OFFICIAL SEAL)

STATE OF OREGON, County of _____, ss. _____

Personally appeared the above named _____ of _____ County of _____, Oregon, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: _____

Notary Public for Oregon, ss. _____

My commission expires: _____

(OFFICIAL SEAL)

STATE OF OREGON, _____, ss. _____

Personally appeared the above named _____ of _____ County of _____, Oregon, who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____ a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me: _____

Notary Public for Oregon, ss. _____

My commission expires: _____

Acknowledgment - Corporation

CONFIRMATION

STATE OF CALIFORNIA } ss.
 COUNTY OF Orange

On this 28th day of _____, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared _____

Fred W. Veiga
 personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____
 President, and Raymond K. Patschek

personally known to me (or proved to me on the basis of satisfactory evidence) to be the _____
 Secretary of the corporation that executed the within instrument,

and known to me to be the persons who executed the within instrument on behalf of the corporation therein named, and acknowledged to me that such corporation executed the same, pursuant to its by laws, or a resolution of its Board of Directors.
 WITNESS my hand and official seal.



Kath Doucette
 Notary signature

(This area for official seal)

State of California } ss.
 County of Shasta

On this the 10th day of June, 1983, before me,

A. GALE HENCRATT

the undersigned Notary Public, personally appeared

ROBERT E. INGLIS AND SUSAN L. INGLIS

personally known to me
 proved to me on the basis of satisfactory evidence
 to be the person(s) whose name(s) ARE subscribed to the
 within instrument, and acknowledged that THEY executed it.
 WITNESS my hand and official seal.



A. Gale Hencratt
 Notary's Signature

Ref. MTC

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . .
 this 30th day of June A. D. 1983 at 1:28 o'clock P. M., and
 duly recorded in Vol. M83, of Deeds on a c 10303

Fee \$8.00

By Evelyn Biehn, Clerk
 EVELYN BIEHN, County Clerk