

RECITALS:

1. Patrick J. Oliver (Oliver) holds the rights of redemption with respect to certain real property described on Exhibit "A" hereto. Rainier Credit Company, purchased the property at a sheriff's sale execution of a judgment in the Circuit Court of the State of Oregon, for the County of Klamath entitled Rainier Credit Company versus Patrick J. Oliver, et al., Case No. 80-1087.
2. Patrick J. Oliver wishes to purchase all the rights of Rainier Credit Company in the property described in Exhibit "A" (the property).
3. Rainier Credit Company has had the right to possess the property since the sheriff's sale as described above and will retain such right until paid in full.
4. Rainier Credit Company retained during the redemption period to manage the property a management team hired and selected by Round Lake Properties, Inc. and Oliver.
5. Certain claims have been raised by third parties with respect to the use and maintenance of the premises during the period of Rainier Credit's right to possession of it. Those claims now known to Rainier Credit include (a) a claim from Leo Hobbs for damage claimed to be in the amount of approximately \$5,000.00 for the run off of surface water from the property, (b)

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a claim from Mr. Leo Hobbs for loss due to denial of an alleged right to cut hay on the property, and (c) a claim by Mr. Robert Morris for approximately \$5,500 for water service provided to the property in the past.

6. Rainier Credit has not paid these claims at Oliver's request in order to allow him to raise any counterclaims or defenses he may have and to minimize the purchase price of the property which has been calculated in reference to the price upon redemption as defined by Oregon Statutes.

AGREEMENT:

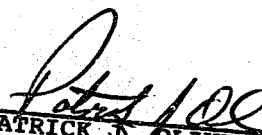
7. As additional consideration for the sale of the property to Oliver by Rainier Credit Company, Oliver hereby agrees to hold Rainier Credit harmless from and to indemnify it against any loss to it, which is not covered by insurance, due to any of the above claims, together with any other claims, whether known or unknown, arising out of or related to Rainier Credit's right of possession of the property and its management during the redemption period. This agreement to indemnify and hold harmless includes but is not limited to the amount of any claim whether liquidated or contingent together with any of Rainier's costs for attorney's fees and other costs expended to defend or evaluate such claims. The agreement is not intended to and does not release any insurer of any liability on such claims and does not release any insurer of

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any liability on such claims and does not inure to the benefit of any such insurer. Rainier Credit makes no representation as to the existence or extent of insurance coverage with respect to the property. Buyer agrees that this agreement, including the duty to indemnify and hold harmless shall run with the land be included in any agreement of sale to any third parties for a period of two years from date of its execution.

8. Buyer agrees to pay Rainier Credit's reasonable attorney's fees and court costs both at trial and on appeal with or without the filing of an action, to enforce the terms of this agreement.

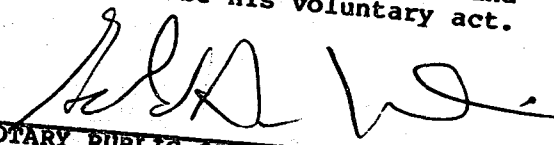
Executed this 28 day of July, 1983.

  
PATRICK J. OLIVER

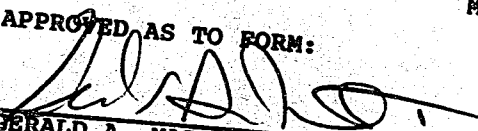


)  
) ss.  
)

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

  
NOTARY PUBLIC OF OREGON  
My commission expires: 2-28-83

APPROVED AS TO FORM:

  
GERALD A. MARTIN, Attorney

Parcel 1: The S $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following:

Parts of Lot 3 in the SW $\frac{1}{4}$  and the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 39 South, Range 8 E.W.M., more particularly described as follows: Beginning at the Southwest Section corner of said Section 7; thence North along the West line of said Section, a distance of 1091.7 feet to a  $\frac{1}{4}$  inch iron pipe 30 inches long; thence South 46 30' East, a distance of 425.0 feet to a  $\frac{1}{4}$  inch iron pipe 30 inches long; thence South 73 30' East, a distance of 831.0 feet to a  $\frac{1}{4}$  inch iron pipe 30 inches long; thence North 88 East, a distance of 691.7 feet to a  $\frac{1}{4}$  inch iron pipe 30 inches long; thence South 83 30' East a distance of 367.2 feet to a  $\frac{1}{4}$  inch iron pipe 30 inches long; thence South 8 30' East, a distance of 90.8 feet to a  $\frac{1}{4}$  inch iron pipe 30 inches long; thence South 30 30' East, a distance of 67.7 feet to a  $\frac{3}{4}$  inch iron pipe 36 inches long; thence South 54 30' East, a distance of 140.0 feet to a  $\frac{1}{4}$  inch iron pipe 30 inches long; thence North 81 East, a distance of 80.8 feet to a  $\frac{3}{4}$  inch iron pipe 40 inches long; thence South 72 30' East, a distance of 101.40 feet to a  $\frac{1}{4}$  inch iron pipe 30 inches long; thence North 77 30' East, a distance of 147.8 feet, more or less, to a  $\frac{1}{4}$  inch iron pipe 30 inches long, located at the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said section; thence South along the East line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said section, a distance of 365.0 feet, more or less, to the quarter corner on the South line of said Section 7; thence West along the South line of said Section, a distance of 2640.0 feet, more or less, to the Point of Beginning.

Parcel 2: NE $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM that portion lying within the plat of Tract No. 1046, ROUND LAKE ESTATES.

Parcel 3: That portion of the S $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following:

Beginning at the Southeast Section corner of said Section 7; thence West along the South line of said Section, a distance of 540 feet to the point of beginning; thence North, a distance of 150 feet; thence West, a distance of 200 feet; thence South, a distance of 150 feet; thence East along the South line of said Section, a distance of 200 feet, to the Point of Beginning.

Parcel 4: All of Tract No. 1046, ROUND LAKE ESTATES, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following:

Lots 1 and 2 in Block 1; Lots 1, 2, 3, 4, 5, 8, 9, 10, 11, 12 in Block 2; Lots 1, 2, 3, 4, 5, 7, 12, 13, 14, 15, 17, 19, 20, 22, 24, 25, 26, 27 and 28 in Block 3; Lots 1, 2, 6, 7, 9, 12 and 13 in Block 4; Lots 29 and 35 in Block 3.

Parcel 5: A parcel of land situated in Section 7, Township 39 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at the Southeast corner of said parcel from which the Southeast corner of the North half of said Section 7, bears South 43 53'53" East, 1866.65 feet; thence South 89 48'22" West 820.00 feet; thence North 00 11'38" West, 810.00 feet; thence North 89 48'22" East, 820.00 feet; thence South 00 11'38" East, 810.00 feet to the Point of Beginning.

TOGETHER with a road easement for ingress and egress, 30.00 feet in width lying 15.00 feet on either side of the following described property centerline: Beginning at a point on the South line of the North half of said Section 7 from which the Southeast corner of said North half of Section 7 bears South 89 55'26" East along said South line, 1657.00 feet; thence North 00 04'34" East, 111.55 feet; thence North 13 40'47" East, 1114.75 feet; thence North 22 41'59" East, 160.48 feet to a point on the South line of the above described parcel from which the Southeast corner of the above described parcel bears North 89 48'22" East, 37.00 feet.

STATE OF OREGON: COUNTY OF KLAMATH ;ss  
I hereby certify that the within instrument was received and filed for record on the 4th day of August A.D., 19 83 at 3:11 o'clock P M and duly recorded in Vol M83 of Deeds on page 12897

FEE \$ 16.00

EVELYN BIEHN COUNTY CLERK  
by Lucy Lewis Deputy

12900

Ref. MTC