

THIS CONTRACT, Made this 22ND day of August, 1983, between  
Benny D. Bullock and Madeline J. Bullock, husband and wife,  
and Blanche Sikoff, husband and wife  
and John L. McComb and Terri L. McComb, husband and wife, hereinafter called the seller,

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

LOT 1, BLOCK 3, KENO WHISPERING PINES,

SUBJECT, however to the following:

1. Easements and restrictions apparent upon the land and common to real estate in the area.
2. All matters appearing of record, including, but not limited to:

(CONTINUED ON BACK)

for the sum of twenty one thousand Dollars (\$21,000.00)  
(hereinafter called the purchase price) on account of which four thousand Dollars (\$4,000.00)  
hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows,

\$17,000.00, the remainder, shall be paid to the order of the sellers in  
monthly payments of not less than two hundred thirteen dollars and eleven  
cents (\$213.11) each. First payment to begin September 12, 1983  
and a like payment on the 12th day of each month thereafter.  
There shall be no prepayment penalty.

All payments to sellers shall be made to: SELLERS AT:  
4315 TULLER AVE., CULVER CITY, CALIF. 90230

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 11% per cent per annum from  
August 12, 1983 until paid, interest to be paid monthly and \* XXXXXX being included in the minimum reg-  
ular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

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.  
The buyer shall be entitled to possession of said lands on closing, 1983, 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 all other  
liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him 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 \$ full insurable value in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer  
as their respective interests may appear and all policies of insurance to be delivered as soon as insured to the escrow agent hereinafter named. 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 seller 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 seller for buyer's breach of contract.  
The seller has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title  
has been examined by the buyer and is accepted and approved by him.  
Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) convey-  
ing the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting  
the easements, building and other restrictions now of record, if any, and

and has placed said deed, together with an executed copy of this contract  
and the title insurance policy mentioned above, in escrow with escrow agent, with instructions to deliver said deed, together with the fire and title insurance policies, to the order of the buyer, his heirs and assigns,  
upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of  
said purchase price and the respective installments thereof, promptly at the times provided therefor, to the said escrow agent for the use and benefit  
of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid  
by the buyer.

(Continued on reverse)  
\*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is  
a creditor, 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.

Benny D. Bullock and Madeline J. Bullock  
Harold Sikoff and Blanche Sikoff  
4315 Tuller Ave., Culver City, CA 90230

SELLER'S NAME AND ADDRESS

Jon L. McComb and Terri L. McComb  
185 Lund Ave.  
Hayward, CA 94544

BUYER'S NAME AND ADDRESS

STATE OF OREGON,

County of Klamath } ss.

I certify that the within instru-  
ment was received for record on the  
day of August, 1983,

at 4:00 o'clock P.M., and recorded  
in book 443 on page 14525 or as  
file/reel number 443-14525

Record of Deeds of said county.  
Witness my hand and seal of  
County affixed.

By Recording Officer  
Deputy

After recording return to:

Benny D. Bullock & Mrs. Harold Sikoff  
4315 TULLER AVE  
CULVER CITY, CALIF. 90230

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.  
Jon L. McComb and Terri L. McComb TLM

NAME, ADDRESS, ZIP

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 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his 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 at once due and payable, (3) to withdraw said deed and other documents from escrow and for (4) 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 seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and rest in said seller without any act of re-entry, or any other act of said seller to be performed, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, 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. And the buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$21,000.00  
In case suit is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit and if an appeal is taken from any judgment or decree of such 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 seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine 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. This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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.

SELLERS: Jon L. McComb and Terri L. McComb, husband and wife  
BUYER: Terri L. McComb

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.030).

STATE OF OREGON, County of \_\_\_\_\_, 19 83 ss.  
STATE OF OREGON, County of \_\_\_\_\_, 19 \_\_\_\_\_ ss.

Personally appeared the above named Jon L. McComb and Terri L. McComb, husband and wife  
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: \_\_\_\_\_  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

Personally appeared \_\_\_\_\_  
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  
My commission expires \_\_\_\_\_ (SEAL)

Section 4 of Chapter 618, Oregon Laws 1975, provides:  
“(1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.  
“(2) Violation of subsection (1) of this section is a Class B misdemeanor.”

(DESCRIPTION CONTINUED)

(a) Restrictions, set back provisions and utility easements as delineated on the recorded plat, but omitting restrictions, if any, based on race, color, religion, or natural origin.

(b) Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion, or natural origin, imposed by instrument, including the terms thereof, Recorded: August 31, 1967 in Book: M-67 at Page: 6837

ADDITIONAL AGREEMENTS

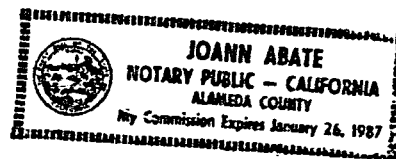
1. The mobile home currently located on the premises is a part of and is included in the purchase price above stated.

14527

STATE OF CALIFORNIA  
COUNTY OF Alameda } ss.  
On this 8th day of Aug., 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Jon Louis McComb & Terri Lynn McComb.  
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person they whose name acknowledged that they subscribed to the within instrument and same. they executed the

Signature JoAnn Abate  
JoAnn Abate  
Name (Typed or Printed)  
Notary Public in and for said County and State

F. 2492 R. 11/82

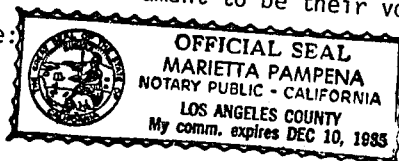


FOR NOTARY SEAL OR STAMP

State of CALIFORNIA }  
County of LOS ANGELES } ss.  
AUGUST 22, 1983

Personally appeared the above named Benny D. Bullock and Madeline J. Bullock, husband and wife, and Harold Sikoff and Blanche Sikoff, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Marietta Pampena  
Notary Public for LOS ANGELES COUNTY, CALIF  
My Commission expires: DECEMBER 10, 1985

STATE OF OREGON; COUNTY OF KLAMATH; ss  
I hereby certify that the within instrument was received and filed for record on the 29 day of August A.D., 1983 at 11:07 o'clock A M and duly recorded in Vol M83, of DEEDS on page 14525

FEE \$ 12.00

EVELYN BIEHN COUNTY CLERK  
by [Signature] Deputy