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STATE OF OREGON) County of Deschutes :SS Personally appeared <u>CREL D. WASNER</u> and <u>SUSAN B.</u> and <u>WASNER JAMES W AND JOY GRANAM</u> and <u>KENNETH F.</u> voluntary act and deed. ····· OF OF OF Handon Harris NOTARY PUBLIC FOR OREGON 11 3. My Commission Expires: 8-31-85 4 - SALE OF PERSONAL PROPERTY AND ASSIGNMENT OF SPECIAL USE PERMIT

PROMISSORY NOTE

Parties.

JAMES W. MARTIN, KENNETH F. GRAHAM, JOY GRAHAM, CARL D. WAGNER SUSAN B. WAGNER 20082

19619

Promisee:

Promisor:

RICHARD HOWELLS and BONNIE HOWELLS,

Agreement: For value received, Promisor promises to pay to Promisee or Promisee's order, at such place as Promisee designates, the principal sum of THIRTY NINE THOUSAND DOLLARS (\$39,000.00) with interest thereon at the rate of TEN percent (10%) per annum from the date of this note until paid.

The principal sum with interest thereon shall be paid in the following manner:

(1) In monthly installments of not less than THREE HUNDRED SEVENTY DOLLARS AND
03 CENTS (\$370.03), to include interest at the contract rate.

> The first installment payment is to be made on February 15, 1984, and a like payment on the same date of every month thereafter until the whole sum, principal and interest, has been paid.

1 - PROMISSORY NOTE

In addition to the regular installment
payments, there shall be the following
additional payments:
On or before January 15, 1984, the sum of ELEVEN
THOUSAND DOLLARS (\$11,000.00).

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Promisor may prepay at any time without penalty.

If default is made by failing to pay any installment within ten (10) days of the date of such payment, the holder may assess a late charge equal to five percent (5%) of the installment period. The late charge shall be paid on demand and holder reserves the right to refuse any late payment unless accompanied by the late charge or to add the late charge to the principal balance of the note.

<u>Default:</u> If any installment or payment is not timely paid, the whole sum of principal and interest shall become immediately due and payable at the option of the holder of this note. Failure to exercise this option shall not constitute a waiver of the right to exercise it in the event of any subsequent default.

Promisor agrees that the holder of this note may recover such reasonable expenses as may be incurred in collection, including reasonable attorney's fees as the trial court may adjudge, and any appellate court on appeal of such suit or action.

EXHILIT 77

2 - PROMISSORY NOTE

20084 19621

DATED this put day of October . 1983. Promisors: Auce WMail JAMES KENNETH F. GRAHAM JOY GRAHAM CARL D. WAGNER SUSAN B. WAGNER

3 - PROMISSORY NOTE

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EXIHIBIT _

BILL OF SALE

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WE, RICHARD HOWELLS and BONNIE HOWELLS of Sisters, Oregon, in consideration of FIFTY THOUSAND DOLLARS (\$50,000) paid to us, receipt of which is hereby acknowledged, hereby sell to JAMES W. MARTIN, KENNETH F. GRAHAM, JOY GRAHAM, CARL D. WAGNER and SUSAN B. WAGNER, one Log Cabin and Out-Building located:

Lot 12, Trask SH-1, Crescent Lake Recreational Unit, Klamath County, Oregon

TOGETHER WITH all furnishings inside the log cabin including refrigerator, stove, kitchen utensils, couch, three (3) chairs, two (2) end tables, one dining table, two (2) benches, one (1) chest of drawers, double bed, box springs, chest and existing beds, and springs in the loft.

EXHIBIT

1 - BILL OF SALE

20086 19623

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DATED this 15 day of October, 1984

RICHARD HOWELLS

BONNIE HOWELLS

EXIHIBIT \$

2 - BILL OF SALE