

LAND SALE CONTRACT

THIS AGREEMENT, made and entered into this 17th day of April, 1984, by and between GEORGE W. HASH and MAVIS C. HASH, husband and wife, hereinafter called the Sellers, and CECIL V. PICKERING and NANCY J. PICKERING, husband and wife, and EMIL J. SPEEZE and CHERYL ANN SPEEZE, husband and wife, hereinafter called the Buyers.

W I T N E S S E T H:

Sellers agree to sell to Buyers, and Buyers agree to purchase from the Sellers all of the following described property situate in Klamath County, State of Oregon, to-wit:

PER EXHIBIT "A" ATTACHED HERETO

"This instrument does not guarantee that any particular use may be made of the property described in this instrument. Buyers should check with the appropriate city of county planning department to verify approved uses; except, Buyers acknowledged that the zoning is commercial recreation with the exception of Lot 5, Block 3, Williamson River Estates which is zoned rural residential."

Buyers agree to pay Sellers as the purchase price for said property the sum of \$125,000.00

Payable as follows:

- a. Earnest Money: \$2,000.00
- b. Upon execution of this agreement 8,000.00
- c. Assignment of Vendor's interest of Edward L. Pickering, in and to that certain Contract of Sale and the property described therein, dated June 18, 1981 wherein Edward L. Pickering is the Vendor, and Eric H. Leffingwell and Alice M. Leffingwell are the vendees, of which a Memorandum of

Sale was recorded on
June 22, 1981, Vol. 189,
page 33, Deed Records of
Lake County, Oregon

\$ 19,992.91

TOTAL DOWN PAYMENT:

\$ 29,992.91

BALANCE OF PURCHASE PRICE:

\$ 95,000.00

The Buyers agree to pay the balance of the purchase price to the order of the Sellers, or the survivors of them, with interest at the rate of 10% per annum from April 17th, 1984, payable in installments of not less than \$1,029.89 per month, inclusive of interest, the first installment on the 1st day of August, 1984, and a like installment on the 1st day of each and every month thereafter until the full balance and interest are paid. All or any part thereof may be prepaid without penalty. Any partial payment shall be applied against the principal amount outstanding and shall not extend or postpone the due date of any subsequent payment or change the amount of such payment.

Taxes for the current tax year, rents, interest, and other items, if any, shall be prorated as of April 17th, 1984. Premiums for existing insurance may be prorated or a new policy issued at Buyers' option.

Buyers acknowledge that none of the Recreational Vehicle sites are provided with septic tank hook-ups and that any additions of or improvements to same must be authorized through D.E.Q. and that the present tank is 1,500 gallons.

Buyers agree to make said payments promptly on the dates above named to the order of the Sellers, or the survivors of them, at Mountain Title Company, Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid, and that said property will be kept insured in companies approved by the Sellers against loss or damage by

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fire in a sum not less than the full insurable value with loss payable to the parties as their respective interest may appear, said policy or policies of insurance to be held by Sellers; and that Buyers shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and encumbrances of whatsoever nature and kind and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or encumbrances whatsoever having precedence over rights of the Sellers in and to said property. Buyers shall be entitled to possession of said property on April 15, 1984.

Buyers have inspected and are familiar with the property and accept it in its "as is" condition, including latent defects, and the Sellers warrant nothing concerning the physical condition of the premises and property, unless they are in writing signed by the Sellers.

Sellers will on execution hereof make and execute in favor of the Buyers good and sufficient warranty deed conveying a fee simple title to said property, together with a Bill of Sale conveying title to said property, free and clear as of this date of all encumbrances whatsoever, except as above stated, which Buyers assume; notwithstanding the foregoing, Buyers do not agree to assume and pay the prior mortgage in favor of Proctor listed herein, and Sellers further covenant to and with Buyers that said prior mortgage shall be paid and the above described real property will be conveyed free and clear of said mortgage upon payment in full of this contract. Sellers will place said deed and Bill of Sale, together with one of these agreements in escrow at Mountain Title Company, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said escrow holder that when,

D. L. HOOTS -3-LAND SALE CONTRACT
ATTORNEY AT LAW

SUITE 2
LEGAL ARTS BUILDING
2261 SOUTH 6TH STREET
KLAMATH FALLS, OR 97601
(503) 882-5521

and if, Buyers have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to the Buyers, but that in case of default by Buyers, said escrow holder, shall, on demand, surrender said instruments to the Sellers.

But in case Buyers fail to make the payments aforesaid, or any of the, punctually and upon the strict terms and at the times 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 Sellers shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To utilize such other relief as may be available in law or equity; and in any of such cases, except exercise the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of Buyers derived under this agreement shall utterly cease and determine, and the premises shall revert and revest in Sellers and without any right of Buyers of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

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

And in case suit or action is instituted to foreclose.

or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party, their costs which shall include the reasonable costs of title report and title search and such sum as the trial court and/or appellate court, if an appeal is taken, may adjudge reasonable as attorneys fees to be allowed the prevailing party in said suit or action and/or appeal, if an appeal is taken.

Buyers further agree that failure by the Sellers at any time to require performance by Buyers of any provision hereof, shall in no way affect Sellers' right to enforce the same, nor shall any waiver by Sellers of such breach or 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 document is the entire, final and complete agreement of the parties pertaining to the sale and purchase of the real and personal property and supersedes and replaces all written and oral agreements previously made or existing by and between the parties or their representatives insofar as the real and personal property is concerned. Buyers agree and warrant, as a part of the consideration for this sale, that Buyers have inspected the real and personal property, and are not, in making this purchase and in executing this contract, relying on any representations, warranties, guaranties, or covenants of Sellers or any party acting for Sellers as to the condition of the real and personal property and Buyers hereby explicitly waive any claim on that account.

In the event the within described property, or any part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by the Buyers without first having obtained the written consent or approval of the Sellers, that at the Sellers' option, the entire purchase price, principal and interest,

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shall become immediately due and payable.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, personal representatives and assigns, except as otherwise provided herein.

Witness the hands of the parties the day and year first herein written.

George W. Hash
GEORGE W. HASH, Seller

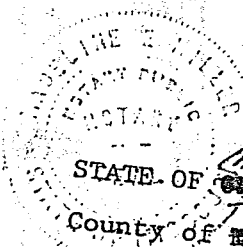
Mavis C. Hash
MAVIS C. HASH, Seller

Cecil V. Pickering
CECIL V. PICKERING, Buyer

Nancy J. Pickering
NANCY J. PICKERING, Buyer

Emil J. Speeze
EMIL J. SPEEZE, Buyer

Cheryl Ann Speeze
CHERYL ANN SPEEZE, Buyer



STATE OF MISSOURI
County of TEXAS } ss.

April 11, 1984.

Personally appeared the above named GEORGE W. HASH and MAVIS C. HASH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

STATE OF OREGON }
County of Klamath } ss.

Madeline E. Miller
NOTARY PUBLIC FOR MISSOURI
My Commission Expires: MARCH 8, 1985

April 17th, 1984.

Personally appeared the above named CECIL V. PICKERING and NANCY J. PICKERING, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

STATE OF OREGON }
County of Klamath } ss.

John A. Holbe
NOTARY PUBLIC FOR OREGON
My Commission Expires: 7/13/85

April 17th, 1984.

Personally appeared the above named EMIL J. SPEEZE and

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CHERYL ANN SPEEZE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed

BEFORE ME:

Jana Stille
NOTARY PUBLIC FOR OREGON
My Commission Expires 7/13/05

D. L. HOOTS
ATTORNEY AT LAW
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DESCRIPTION

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PARCEL 1:

Lot 5, Block 3, WILLIAMSON RIVER ESTATES, in the County of Klamath, State of Oregon.

PARCEL 2:

A tract of land lying Southeasterly of and adjacent to Williamson River Estates, a platted and recorded subdivision situated in Government Lots 7, 14, 15, 19, 21 and 41, Section 21, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; said tract of land being more particularly described as follows:

Beginning at the Southeast corner of Lot 5, Block 3 of aforesaid Williamson River Estates; thence South $80^{\circ} 35' 30''$ East 78.80 feet to a $3/4''$ galvanized iron pipe; thence North $74^{\circ} 18' 30''$ East 174.00 feet to a $3/4''$ galvanized iron pipe; thence North $60^{\circ} 45' 30''$ East 110.50 feet to a $3/4''$ galvanized iron pipe; thence North $45^{\circ} 17' 30''$ East 149.18 feet to a $3/4''$ galvanized iron pipe; thence North $10^{\circ} 00' 01''$ West 175.96 feet to a point on the Southerly curved right of way boundary of Williamson River Drive (point marked with a $3/4''$ galvanized iron pipe); thence Westerly along said curved boundary 37.63 feet (long chord bears South $57^{\circ} 59' 42''$ West 37.50 feet); thence continuing along said right of way boundary South $66^{\circ} 17' 15''$ West 435.02 feet; thence along the arc of a 130 foot radius curve to the right 17.71 feet (long chord bears South $70^{\circ} 11' 30''$ West 17.70 feet); thence South $74^{\circ} 05' 45''$ West 17.52 feet to the Northeast corner of aforesaid Lot 5, Block 3; thence along the East boundary of said Lot 5, South $15^{\circ} 54' 15''$ East 166.22 feet to the point of beginning.

PARCEL 3:

A tract of land bordering on the South of the above described land: Beginning at the Southeast corner of Lot 5 in Block 3 of aforesaid Williamson River Estates; thence South $80^{\circ} 35' 30''$ East 78.80 feet to a $3/4''$ galvanized iron pipe; thence North $74^{\circ} 18' 30''$ East 174.00 feet to a $3/4''$ galvanized iron pipe; thence North $60^{\circ} 45' 30''$ East 110.50 feet to a $3/4''$ galvanized iron pipe; thence North $45^{\circ} 47' 30''$ East 42.78 feet to a $1/2''$ galvanized iron pipe; thence South $31^{\circ} 37' 14''$ East 130.80 feet to the waterline of Williamson River as of this date existing; thence along said waterline South $37^{\circ} 40' 09''$ West 134.52 feet; South $54^{\circ} 09' 16''$ West 55.28 feet; South $63^{\circ} 36' 13''$ West 60.67 feet; South $61^{\circ} 48' 27''$ West 64.75 feet North $56^{\circ} 13' 14''$ West 67.86 feet; North $1^{\circ} 27' 14''$ West 55.23 feet; South $85^{\circ} 17' 14''$ West 70.82 feet; and North $77^{\circ} 14' 14''$ West 61.36 feet; thence leaving the existing waterline of Williamson River and bearing North $15^{\circ} 30' 14''$ West 63.94 feet, more or less, to the point of beginning.

SUBJECT TO:

1. Subject to the requirements and provisions of ORS Chapter EXHIBIT "A", page 1

- 481 pertaining to the registration and transfer of ownership of a Mobile Home, and any interest or liens disclosed thereby.
2. The rights of the public in and to that portion of the premises herein described lying within the limits of streets, roads or highways.
3. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of the Williamson River and the ownership of the State of Oregon in and to that portion lying below the high water mark thereof.
4. An easement created by instrument, including the terms and provisions thereof.
 Dated: February 11, 1949
 Recorded: March 4, 1949
 Volume: 229, page 161, Deed Records of Klamath County, Oregon
 In favor of: The California Oregon Power Company, a California corporation
 For: Pole and wire lines
 Affects: No exact location given
5. Easements and Restrictions as reserved in plat dedication to wit:
 1. A one foot street plug as shown on annexed plat to be removed when adjoining property is subdivided; 2. 16-foot drainage easements on the back and centered on the side lines of Lots 5 and 6, Block 2; 3. A 16-foot easement on the back of all lots for future public utilities; 4. Building setback lines as shown on annexed plat; 5. Plans for water supply and sewage disposal systems must be approved for each lot by the Klamath County Health Department; 6. Additional restrictions as provided in the recorded protective covenants.
6. Setback provisions as delineated on the recorded plat, being 20 feet from the northern lot line. (Affects Parcel 1)
7. Public utility easement as delineated on the recorded plat being 16 feet along the southern lot line. (Affects Parcel 1)
8. Covenants, Conditions and Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded December 12, 1962 in Volume 342, page 21, Deed Records of Klamath County, Oregon, and Amended July 19, 1966 in Volume M66, page 7318, Microfilm Records of Klamath County, Oregon. (Affects Parcel 1)
9. 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: August 4, 1972
 Recorded: August 8, 1972
 Volume: M72, page 8742, Microfilm Records of Klamath County, Oregon
 Amount: \$14,500.00

9. continued...

Mortgagor: Alfred F. Proctor and Genevieve E. Proctor, husband and wife
 Mortgagee: Bank of Klamath Country
 (Affects Parcel 2)
 Re-recorded: August 24, 1972
 Volume: M72, page 9501, Microfilm Records of Klamath County, Oregon
 (Affects Parcels 2 & 3)

The Mortgagee's interest in said Mortgage, was assigned by instrument, to Western Bank, a national banking association.

10. Real Estate Contract, including the terms and provisions thereof.
 Dated: April 12, 1977
 Recorded: April 13, 1977
 Volume: M77, page 6191, Microfilm Records of Klamath County, Oregon
 Vendor: Alfred F. Proctor and Genevieve E. Proctor, husband and wife
 Vendee: David J. Zumbro and Shirley A. Zumbro, husband and wife, as to an undivided $\frac{1}{2}$ interest and George W. Hash and Mavis C. Hash, husband and wife, as to an undivided $\frac{1}{2}$ interest.

The Vendee's interest in said Real Estate Contract was acquired by Quitclaim Deed, dated July 12, 1977 and recorded July 22, 1977 in Volume M77, page 13089 and M77, page 13090, Microfilm Records of Klamath County, Oregon, and re-recorded May 20, 1981 in Volume M81, page 8900, Microfilm Records of Klamath County, Oregon, from Shirley A. Zumbro to David J. Zumbro.

The Vendee's interest in said Real Estate Contract was acquired by Bargain and Sale Deed, dated September 1, 1977, recorded September 2, 1977, in Volume M77, page 16429 and re-recorded May 20, 1981 in Volume M81, page 8902, Microfilm Records of Klamath County, Oregon, from David J. Zumbro to George W. Hash and Mavis C. Hash, husband and wife

TOGETHER WITH THE FOLLOWING PERSONAL PROPERTY:

One (1) 1958 14' Richbuilt boat - #C9701
 One (1) 1978 14' Sea Nymph boat - #784030376-45
 Three (3) boat motors:

3 HP Evinrude motor - SE0118
 5 HP Evinrude motor - 201713
 9 $\frac{1}{2}$ HP Sea King - 1420078

Return: m.t.c.

Six (6) steel leg picnic tables
 Three (3) round wood picnic tables
 One (1) 1970 52 x 20 Homette Mobile Home, Serial #M0-46162-D, with wood stove (earth stove)
 One (1) boat dock

EXHIBIT "A", page 3

STATE OF OREGON: COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 18th day of April A.D., 19 84 at 10:37 o'clock A M, and duly recorded in Vol M84, of Deeds on page 6386.

Fee: \$ 40.00

EVELYN BIEHN, COUNTY CLERK

by: Lam Smith, Deputy