

THIS CONTRACT, Made this 2nd day of July, 1984, between

John M. Schoonover & Arba F. Schoonover, hereinafter called the seller,
and **Terry L. Hager & Dessa L. Hager**, husband and wife and **Donald W. Rice**,
hereinafter called the buyer,

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 described lands and premises situated in **Klamath** County, State of **Oregon**, to-wit:

- PARCEL 1:**
The S $\frac{1}{2}$ W $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$, W $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 22 and the W $\frac{1}{2}$ NW $\frac{1}{4}$ Section 27, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.
- PARCEL 2:**
The S $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$: SE $\frac{1}{4}$ Section 28, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.
- PARCEL 3:**
The N $\frac{1}{2}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, N $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ Section 33, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Subject to reservations and restrictions of record and subject to the attached "Agreement to Sell", pages one, two and three.

for the sum of One hundred five thousand Dollars (\$105,000.00) (hereinafter called the purchase price) on account of which Five thousand Dollars (\$5,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$100,000.00) to the order of the seller in monthly payments of not less than Ten thousand seven hundred fifty Dollars (\$10,750.00) each. Additional payment of five thousand dollars January 1st, 1985 with a balance of Ninety five thousand dollars payable on the 1st day of each month hereafter beginning with the month of January, 1986 and continuing until said purchase price is fully paid. 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 7.2 per cent per annum from January 1st, 1985 until paid; interest to be paid annually and * being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties are paid in full by seller.

The buyer warrants to and covenants with the seller that the real property described in this contract is the buyer's personal, family, household or agricultural purposes 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 premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from construction 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) for an amount not less than \$_____ 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 to the seller 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 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 agrees that at his expense and within ten days days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller 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. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of all encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, 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.

(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 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. 1306 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

John M. Schoonover & Arba F. Schoonover, 7740 Cannon Street, Klamath Falls, Ore. 97603
SELLER'S NAME AND ADDRESS

Terry L. Hager & Dessa L. Hager, Box #85, Beatty, Oregon 97621
BUYER'S NAME AND ADDRESS

After recording return to:
John M. Schoonover, 7740 Cannon Street, Klamath Falls, Ore. 97603
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
Terry L. Hager, Box #85, Beatty, Ore. 97621
NAME, ADDRESS, ZIP

STATE OF OREGON

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as document/fee/file/instrument/microfilm No. _____

Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME _____

By _____ TITLE _____ Deputy

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/or (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 terminate and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and be vested in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, 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.

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 branch 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 \$_____ @ However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) ①

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

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, personal representatives, 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.

Donald N. Rice
Donald N. Rice

Arba L. Hager
Arba L. Hager

John M. Schoonover
John M. Schoonover

Arba L. Schoonover
Arba L. Schoonover

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of Klamath ss.
December 17, 1984.

Personally appeared the above named

Arba L. Hager & Donald N. Rice

and acknowledged the foregoing instrument to be their voluntary act and deed.

Susan C. Ciel
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 6-21-88

STATE OF OREGON, County of _____ ss.

Personally appeared _____ and

_____ 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 this 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:

Susan C. Ciel
Notary Public for Oregon
My commission expires _____

(SEAL)

ORS 91.635 (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 conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990(2) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 17TH day of February, 1985, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named John M. Schoonover, Arba L. Schoonover & Arba L. Hager

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Susan C. Ciel
Notary Public for Oregon
My Commission expires 6-21-88

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

AGREEMENT TO SELL
REAL PROPERTY

2066

THIS AGREEMENT is made as of this 27th day of March, 1984, between JOHN M. SCHOONOVER and ARBA F. SCHOONOVER, husband and wife, hereinafter called "Sellers", and TERRY L. HAGER and DESSA L. HAGER, husband and wife, hereinafter called "Purchasers", the following described real property as described in the attached Preliminary Title Report No. S-27374-5 for the price and on the terms as set forth below.

1. For a total price in the amount of \$105,000.00 subject to the following conditions:

(a) Escrow to close on or before July 1, 1984.

(b) \$5,000.00 down payment at closing of escrow, further principal payment of \$5,000.00 due on January 1, 1985, remaining balance in the amount of \$95,000.00 payable in annual installments of \$10,750.00, including interest at the rate of 7.2% per annum, commencing January 1, 1986 and each January 1st thereafter until paid in full including principal and interest. Interest on remaining balance of \$95,000.00 on January 1st, 1985, commences on January 1st, 1985. Payment in full due and payable fifteen years from date of contract.

2. There will be no pro-ration of property tax. Sellers agree to pay current taxes for the 1983-84 year, billed November 15, 1983 on or prior to closing.

3. Purchasers to furnish Affidavit, or other proof that any, and all existing judgments have been satisfied, and can be removed from Preliminary Title Report No. S-27374-5, prior to closing.

4. Purchasers have permission to enter property for the purpose of all necessary clearing, leveling, plowing, etc., on March 27, 1984. All work performed by Purchasers shall be at Purchasers expense and responsibility, and all costs incurred shall be Purchasers responsibility for full duration of the contract.

5. Sellers have completed survey on the subject property at Sellers expense.

6. Existing unrecorded easement shown on survey map number 2128 shall be deleted by Sellers, a new surveyor's map shall be made reflecting the new easement which will be recorded (Reference supplemental surveyor easement map) excepting to Sellers an easement as follows: An easement for all Utility and Roadway Purposes thirty feet in width located in Sections 22, 27, 28 and 33, T36S, R12E, W. M., Klamath County, Oregon. More particularly described as follows:

The Westerly 30.00 feet of the $SW\frac{1}{4}$ $NW\frac{1}{4}$ $SW\frac{1}{4}$ and the Westerly 30.00 feet of the $W\frac{1}{2}$ $SW\frac{1}{4}$ $SW\frac{1}{4}$, all in Section 22; The Westerly 30.00 feet of the $NW\frac{1}{4}$, Section 27; The Easterly 30.00 feet of the $SE\frac{1}{4}$ and the Easterly 30.00 feet of the Southerly 30.00 feet of the $SE\frac{1}{4}$ $SE\frac{1}{4}$ $NE\frac{1}{4}$, all in Section 28; The Easterly 30.00 feet of the $NE\frac{1}{4}$ $NE\frac{1}{4}$, The Easterly and Southerly 30.00 feet of the $N\frac{1}{2}$ $SE\frac{1}{4}$ $NE\frac{1}{4}$, The Westerly 30.00 feet of the Southerly 361.03 feet of the $N\frac{1}{2}$ $SE\frac{1}{4}$ $NE\frac{1}{4}$, and the Southerly 30.00 feet of the $N\frac{1}{2}$ $N\frac{1}{2}$ $SW\frac{1}{4}$ $NE\frac{1}{4}$, all in Section 33. The Westernmost point to connect with an existing road known as the Beatty Dump Road.

In addition the Purchaser is to install a cattle guard at the S.W.Sorner of the $N\frac{1}{2}$ $SE\frac{1}{4}$ $NE\frac{1}{4}$ of Section 33, if required, to provide Unimpeded roadway use of an existing roadway easement from that point South to the South line of Section 33.

7. Sellers agree to release in no smaller than twenty acre parcels at the rate of \$300.00 per acre such parcels as requested by Purchasers. The release amounts shall be payable to Sellers prior to conveyance of released parcels. All sums paid for such releases shall be in addition, and shall not otherwise affect, Purchasers annual payments as specified above.

8. This agreement to Sell is binding upon Sellers and Purchasers, their heirs, assigns at law. Sellers shall execute formal contract of sale containing the usual clauses and conditions, including the conditions contained herein, which contract shall be recorded as required by law.

9. Collection escrow for receipt of payments under this contract shall be specified by Sellers at the time of closing. Sellers shall provide Warranty Deed in collection escrow pursuant to collection escrow instructions.

Henry S. Page

John M. Schoonover

Alessa L. Hagen

John J. Schoonover

Ronald H. Rice

STATE OF OREGON,
County of Klamath)
Filed for record at request of

on this 7th day of February A.D. 19 85
at 3:51 o'clock P M, and duly
recorded in Vol. M85 of Deeds
Page 2064

EVELYN BIEHN, County Clerk

By John Smith Deputy

Fee 21.00