

THIS CONTRACT, made and entered into this 20th day of June, 1985, by and between JAMES L. OWENS and VALRIE JEAN OWENS, (who took title as Valrie Jean Owens), hereinafter called Seller, and STEVEN BREWER, hereinafter called Buyer (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

WITNESSETH:

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of that certain real property and improvements situated in Klamath County, State of Oregon, legally described as follows:

That portion of the SW $\frac{1}{4}$ Section 24, and the N $\frac{1}{2}$ N $\frac{1}{2}$ NW $\frac{1}{4}$, Section 25, lying East of the Southern Pacific Railroad and Westerly of the center thread of the Williamson River, in Township 32 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

SUBJECT TO: contracts and/or liens for irrigation and/or drainage, the schedule of exclusions from coverage, together with any schedules contained in standard title policies, reservations, easements, restrictions and rights-of-way of record and those apparent on the land.

SUBJECT TO: Rights of the public in and to any portion of the herein described premises lying within the high water mark of Williamson River.

SUBJECT TO: Right of Way easement, including the terms and provisions thereof dated June 7, 1928, recorded August 10, 1928, Volume 82, page 128, Deed Records of Klamath County, Oregon, in favor of The Pacific Telephone and Telegraph Company for erecting and maintaining poles.

SUBJECT TO: Right of Way, including the terms and provisions thereof, as contained in Deed recorded in Volume 263, page 332, Deed Records of Klamath County, Oregon, to-wit: "There is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by authority of the United States."

SUBJECT TO: Unrecorded Real Estate Contract including the terms and provisions thereof dated August 21, 1974 with vendor as John Kalita and Eleanor Kalita, husband and wife, and vendee as L.D. Thompson and Dorothy B. Thompson, husband and wife, disclosed by the following assignment: Assignment of Contract, including the terms and provisions thereof dated May 30, 1977, recorded September 15, 1977 in Volume M77, page 17240, Microfilm Records of Klamath County, Oregon; TO: Gary D. Lewellyn and Yvonne E. Lewellyn, husband and wife. The Vendee's interest in said Real Estate Contract was assigned by instrument dated March 28, 1979, recorded April 9, 1979 in Volume M79, page 7815, Microfilm Records of Klamath County, Oregon TO John S. Kronenberger and John P. Kronenberger, Jr.; The Vendee's interest in said Real Estate Contract was assigned by instrument dated December 31, 1980, recorded December 31, 1980 in Volume M80, page 25193, Microfilm Records of Klamath County, Oregon; which said contract Buyer agrees to assume and to pay and to hold Seller harmless therefrom.

SUBJECT TO: Real Estate Contract, including the terms and provisions thereof dated May 30, 1977, recorded September 15, 1977 in Volume M77, page 17242, Microfilm Records of Klamath County, Oregon, re-recorded September 20, 1977 in Volume M77,

page 17559, Microfilm Records of Klamath County, Oregon with Vendor as L.D. Thompson and Dorothy B. Thompson, husband and wife, and Vendee as Gary D. Lewellyn and Yvonne E. Lewellyn, husband and wife. The Vendee's interest in said Real Estate Contract was assigned by instrument, dated March 28, 1979, recorded April 9, 1979 in Volume M79, page 7817, Microfilm Records of Klamath County, Oregon. TO: John S. Kronenberg and John P. Kronenberg, Jr.; which said Real Estate Contract Seller warrants has been paid in full, and deeds in fulfillment of which Seller warrants are held in escrow, and will be delivered upon payment in full of the obligations secured by the within contract.

SUBJECT TO: Real Estate Contract, including the terms and provisions thereof, dated March 19, 1979, recorded April 9, 1979 in volume M79, page 7819, Microfilm Records of Klamath County, Oregon, with Vendor as Gary D. Lewellyn and Yvonne E. Lewellyn, husband and wife, and Vendee as John S. Kronenberger and John P. Kronenberger, Jr.; the Vendee's interest in said Real Estate Contract, was assigned by instrument dated December 31, 1980, recorded December 31, 1980 in volume M80, page 25194, Microfilm Records of Klamath County, Oregon, TO: James L. Owens and Valerie Jean Owens, husband and wife, (who took title as Valrie Jean Owens), which said Real Estate Contract Seller warrants has been paid in full, and deeds in fulfillment of which Seller warrants are held in escrow, and will be delivered upon payment in full of the obligations secured by the within contract.

The purchase price thereof shall be the sum of \$56,000.00, payable as follows: \$10,000.00 shall be payable upon the execution hereof; the further sum of \$5,000.00 shall be credited from Seller to Buyer upon transfer by Buyer to Seller of a certain 1979 Nomad 23' travel trailer; the balance of \$41,000.00 shall be payable as follows:

- 1) The sum of \$20,577.64 shall be payable by the assumption by Buyer of that certain real estate contract dated the 21st day of August, 1974 wherein John Kalita and Eleanor Kalita, husband and wife, are Vendors and L.D. Thompson and Dorothy B. Thompson, husband and wife, are Vendees, which payments shall be made by Buyer through a presently existing escrow at United States National Bank of Oregon, which said escrow bears Escrow No. 083-2-01089-6, and payments upon which are due in the amount of \$245.01 including interest at the rate of 7% per annum on the unpaid balance; and
- 2) The remaining balance of \$20,422.36 shall be paid in monthly installments of \$225.00 per month including interest at the rate of 10% per annum on the unpaid balance, the first such installments to be paid on the 20th day of July, 1985, with a further and like installment to be paid on or before the 20th day of each month thereafter until June 20, 1993, when the entire amount of both principal and interest shall be fully due and payable.

It is mutually agreed as follows:

- 1) Interest as aforesaid shall commence from date hereof, Buyer Shall be entitled to possession of the property as of the date hereof;
- 2) After date hereof, Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment;

- 3) Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of June 20, 1985 and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor; Buyer shall further provide Seller with proofs of payment of each year's taxes and insurance.
- 4) Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the full insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss, all uninsured losses shall be borne by the Buyer on or after the date Buyer becomes entitled to possession;
- 5) Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller, Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of Seller;
- 6) Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements, in escrow at Mountain Title Company, 407 Main Street, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller;
- 7) Until a change is requested, all tax statements shall be sent to the following address:
- James & Valerie Owens
Star Route Box 74A
Chiloquin, OR 97624
- 8) Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Seller or by any agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement.

PROVIDED, FURTHER, that it is understood and agreed between the parties that time is of the essence of this contract, and in case Buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above-specified or fail to keep any of the terms or conditions of this agreement, 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 the escrow and/or;
- 4) To foreclose this contract by suit or by strict foreclosure 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 revest in said Seller without any act of re-entry, or any other act of return, reclamation or compensation for monies 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. 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 of the improvements thereon; and alternatively, Buyer shall have the right to apply to the Court for appointment of a receiver as a matter of right, and nothing in this contract shall preclude appointment of the Seller as such receiver.

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

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 20th day of June, 1985.

James L. Owens
JAMES L. OWENS SELLER

Steven Brewer
STEVEN BREWER BUYER

Valerie Jean Owens
VALERIE JEAN OWENS SELLER

BUYER

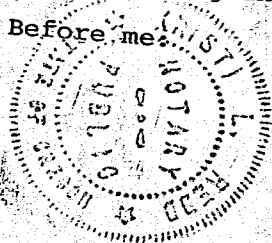
STATE OF OREGON, County of Klamath) ss.

9409

Personally appeared the above-named James L. Owens and
Valrie Jean Owens

on this 20th day of June, 1985 and acknowledged
the foregoing instrument to be their voluntary act and deed.

Before me:



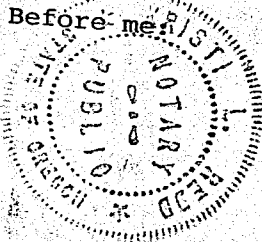
Kristi L. Redd
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/16/87

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Steven Brewer

on this 20th day of June, 1985 and acknowledged
the foregoing instrument to be his voluntary act and deed.

Before me:



Kristi L. Redd
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11/16/87

STATE OF OREGON, County of Klamath) ss.

I certify that the within instrument was received for record on the
June 21 day of June, 1985, at 8:53 o'clock
A.M., and recorded in Book M85 on Page 9405 or as
file/reel number 50145, of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn, County Clerk
Recording Officer

By: Pam Smith
Deputy

Fee: 21.00

Return NTC
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