

AGREEMENT

THIS AGREEMENT, made this 17th day of December,
1986, by and between WESTON THORSEN 20
hereinafter called the "Vendor", and Edward B. Outhouse
and Lois G. Outhouse, husband & wife

hereinafter called the "Vendee" (it being understood that in this Agreement the singular shall include the plural if there are two or more Vendees and that the masculine shall include the feminine and neuter)

WITNESSETH:

Vendor agrees to sell to the Vendee, and the Vendee agrees to buy from the Vendor, the real property in Klamath County, Oregon, described as:

LOT^S NO. 11 AND 12, BLOCK 3, EVERGREEN ACRES,
Klamath County, Oregon, according to the
Official Plat thereof on file in the office
of the County Clerk of Klamath County, Oregon.

SUBJECT TO: The Agreement of January 25, 1924, recorded February 15, 1925, in Volume 63, at Page 460 of Klamath County deed records, concerning the operation of the dam and the control of the water levels of the Upper Klamath Lake between elevations of 4137 and 4143.3 feet above sea level; Agreement dated October 27, 1952, and recorded December 19, 1952, in Volume 253 at Page 290 of Klamath County deed records concerning the hunting of migratory birds on said premises; easements and restrictions of record and to taxes now a lien but not yet payable, if any, at and for a price of

\$ 7000.00 payable as follows, to-wit: Upon the execution of this agreement \$ 1000.00 and the balance of \$ 6000.00 plus interest at the rate of ^{ten} ~~six~~ 10% ~~per cent~~ per annum in installments of \$ 100.00 or more per month, commencing on the 15th day of January, 1987, and a like installment on the 15th day of each and every month thereafter until the full balance has been paid. Interest begins 12/30/86.

Each payment shall be credited first on interest due and the remainder on principal and interest shall thereupon cease upon the principal so credited.

Vendee covenants and agrees to make said payments promptly on the dates above named to the order of the Vendor, or such other person as the Vendor may from time to time designate, at Rocky Point Route, Box 85, Klamath Falls, Oregon 97601, or such other place as the Vendor may designate from time to time; to keep said premises at all times in as good condition as the same now are; that no improvements now on or which may hereafter be placed on said premises shall be removed or destroyed before the entire purchase price has been paid; that all improvements which may hereafter be placed on said premises shall be done in full compliance with the laws of the State of Oregon and the ordinances of the County of Klamath; that the Vendee shall pay regularly and seasonably and before the same shall

87 JAN 2 PM 12 08

become delinquent all taxes, assessments, liens and incumbrances of whatsoever nature and kind and agrees not to suffer or permit any part of said premises to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the Vendor in and to said property; that so long as this Agreement remains unpaid or unperformed he will not sell or assign this contract or sell or agree to sell said premises without first obtaining the written consent of Vendor thereto, provided, however, that Vendor does hereby agree to furnish such consent upon delivery to him of a duly executed original copy of the assignment of this contract in form satisfactory to him and sufficient to transfer all of Vendee's right, title and interest in and to this agreement and the property covered thereby to assignee, together with the covenant of the assignee that he will assume, pay and perform and observe this agreement and each and every provision thereof.

Vendee further covenants and agrees as follows:

1. That he will not suffer or permit any unlawful, unsightly or offensive use to be made of said premises nor will he suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.
2. That he will use said premises solely as a residential or summer home site; unless prior written consent of the Vendor first had and obtained.
3. That said premises shall never be subdivided nor shall any less portion than the whole thereof ever be sold, leased or conveyed.
4. That no building shall be erected contrary to the said back lines as set forth on the map thereof duly recorded, and that all wells shall be installed within twenty-five (25) feet of said lot's frontage.
5. That the foregoing covenants are appurtenant to, and for the benefit of each and every other lot, part or parcel of land in said EVERGREEN ACRES, and shall forever run with the land and shall bind the premises herein sold for the benefit of each and every other lot, part or parcel of land in said EVERGREEN ACRES, and that these covenants shall be incorporated in each and every deed hereafter executed for the purpose of conveying these premises.

Vendor covenants and agrees that upon the full and faithful performance of this agreement by Vendee that he will make and execute in favor of Vendee, a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of the date of this agreement of all incumbrances except those above set forth which Vendee assumes and will deliver the same to Vendee together with the owner's title insurance policy insuring Vendee's title in penal sum equal to the purchase price herein set forth upon demand.

PROVIDED, FURTHER, that it is mutually understood and agreed as follows:

That possession of the above described real property shall vest in the Vendee upon the execution hereof. Title, however, shall remain in Vendor until payment in full of the purchase price due hereunder.

Time shall be of the essence of this agreement and if the Vendee shall fail, refuse or neglect for a period of sixty (60) days to pay either or any of said installments, as the same becomes due, or shall fail to keep and perform any of the agreements herein contained, or should they breach

00023

any of the reservations herein contained, then all of the rights of the Vendee in and to said property and under this contract shall, at the Vendor's option, immediately and utterly cease to determine, and the property herein described shall revert to and revest in Vendor without any declaration of forfeiture or act of reentry, or without any other act by Vendor to be done or performed, and without any right of Vendee of reclamation or compensation for money paid or for improvements made on said premises as fully perfected and absolutely as if this agreement had never been made, and all money theretofore paid to Vendor under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to Vendor as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and the liquidated damages to Vendor for Vendee's failure to complete this contract.

In case suit or action is taken to enforce any provisions of this agreement, Vendee agrees to pay, in addition to the costs and disbursements provided by law, such sum as the Court may adjudge reasonable for Vendor's attorney's fees therein.

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

WITNESS the hands and the seals of the parties the day and year first herein written.

Wesley Thorsen (SEAL)

(SEAL)
VENDOR

Edward B. Oltman (SEAL)

Lois G. Oltman (SEAL)
VENDEE

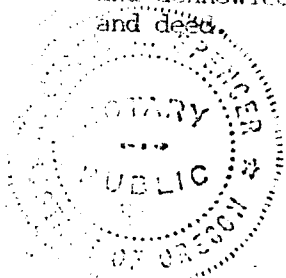
VENDEE'S ADDRESS:

X 5314 N. GRANITE REEF RD
SCOTTSDALE AR 85253
Telephone No. 602/947-5539

STATE OF OREGON)
) ss.
County of Klamath)

00024

Personally appeared the above named Warton Thorsen
and acknowledged the foregoing instrument to be his voluntary act
and deed.



Before me:

[Signature]

NOTARY PUBLIC FOR OREGON

My Commission Expires: 1-27-90

STATE OF ARIZONA)
) ss.
County of MARICOPA)

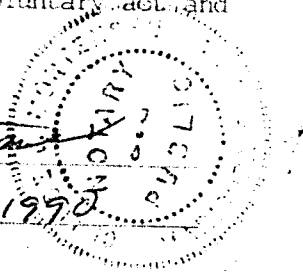
Personally appeared the above named LOIS G. OUTHOUSE
and acknowledged the foregoing instrument to be EDWARD B. OUTHOUSE
deed. THEIR voluntary act and

Before me:

[Signature]

NOTARY PUBLIC FOR ARIZONA

My Commission Expires: FEB 5-1990



Vendor's name and address

Vendee's name and address

After recording return to

MOUNTAIN TITLE CO.
P. O. BOX 5017
KLAMATH FALLS, OR 97601

Until a change is requested all tax
statements shall be sent to:

Edward B. Outhouse, Lois G. Outhouse
5314 N. Granite Reef Rd.
Scottsdale AZ 85253

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of _____ the _____ day
of January A.D., 19 87 at 12:08 o'clock P M., and duly recorded in Vol. MB7
of _____ Deeds on Page 21

FEE \$17.00

Evelyn Biehn, County Clerk
By [Signature]