

THIS AGREEMENT, made and entered into this 7 day of May 1987, by and between
 ARNOLD E. HUGHES & DORIS F. HUGHES, husband & wife, and ORVILLE W. STEWART & JANE E.
 STEWART, husband & wife, hereinafter called Seller, and

KARE G. CRONIN

hereinafter called Buyer, (it being understood that the complete
 shall include the plans if there are two or more sellers and/or buyers).

WARRANTY

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 the following described property and improvements situate in Clatsop County, State of Oregon,
 to-wit:

Lot 7, Block 2, BERNHILLER ADDITION TO THE CITY OF MERRILL, according
 to the official plat thereof on file in the office of the County Clerk
 of Clatsop County, Oregon.

General mobile home, Vehicle Identification No. 5B040708, title No.
 143448921; 1979 model, 1414.

SUBJECT TO: 1987/88 real property taxes and all future real property
 taxes and assessments; 1987/88 mobile home taxes and all future mobile
 home taxes.

The purchase price thereof shall be the sum of \$ 21,500.00, payable as follows: \$ 2,000.00 upon the
 execution hereof, the balance of \$ 19,500.00 shall be paid in monthly installments of \$ 100.00

including interest at the rate of 9 % per annum on the unpaid balance. The first such installment to be paid on the
 1st day of June 1987, and a further and like installment to be paid on or before the 1st day of
 every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

It is mutually agreed as follows:

1. Interest to commence shall commence from 5/7/87. Buyer shall be entitled to possession of the property as
 of 5/7/87.

2. After 5/7/87, Buyer shall have the privilege of occupying any part of or improving the entire
 tract with interest due thereon to the date of payment.

3. Buyer shall pay promptly all installments required by their act which may become a lien or judgment 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, fees, charges, and encumbrances of whatsoever kind affecting and property after this date,
 provided all such taxes, assessments and charges for the current year shall be prepaid as if
 or in the event Buyer shall fail to do so, when due, any such method or amounts required by Buyer to be paid hereunder,
 or to protect and pay assessments 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 notice, however, of any right arising to Seller for Buyer's breach of contract, and
 in such event or events, the entire holder is hereby directed and authorized to add such amounts to the contract balance
 upon being rendered a proper receipt therefor.

4. Buyer shall own the holdings on said property insured against loss or damage by fire or other causes at an amount
 not less than the amount when thereof with loss payable to the parties hereto and the interest herein reflected, if any, at
 as their interest appears at the time of loss, all uninsured losses shall be borne by 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 con-
 sent of Seller. Buyer shall not remove or suffer any removal of the property, or any improvements thereon, or alteration there-
 of, 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 improvement or alteration to the property without first obtaining the written con-
 sent of Seller.

6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying and
 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 any of these agreements is shown at

Merrill, Oregon, Clatsop County, Oregon, and shall enter into a deed of trust or other security instrument in form
 satisfactory to said mortgage holder and the parties hereto, instructing said mortgage 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 mortgage holder shall
 deliver said deed to Buyer, but in case of default by Buyer said mortgage holder shall, on demand, surrender said instrument to
 Seller.

7. Such a change is required, all statements shall be sent to the following address:

Kare G. Cronin
 P.O. Box 117
 Merrill, Oregon 97633

7. It is understood and agreed by and between Sellers and Buyer that the subject mobile home shall not be removed from the real property above described until such time as one-third of the purchase price and interest has been paid.
8. It is further understood and agreed that in the event of the death of either spouse of said Sellers, that then and in such case, the proceeds shall be paid and ceded by the surviving spouse of such deceased seller.
9. The above referred to mobile home is presently without liens and is attached hereto and by station marked and other circumstances, is permanently assigned to the use of said real property.

PROVIDED, FURTHER, that Buyer shall not be liable for the payment of any of the terms or conditions of this agreement, until the date and at the time above specified, or fail to pay any of the terms or conditions of this agreement, then Seller shall have the following rights: (1) To terminate 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 this agreement by suit in equity; (4) To declare the contract null and void, and in any of such cases, recover damages of the right to specifically enforce this agreement by suit in equity, as the right and interest hereby created or then existing in favor of Buyer derived under the agreement shall attach to the land, and the premises thereof and shall remain in Seller without any declaration of forfeiture or act of forfeiture, and without any other act by Seller to be performed and without any right of Buyer of redemption or compensation for money paid or for improvements made, in accordance, fully and perfectly as if this agreement had never been made.

Seller agrees, 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 therein, and in the event possession is 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 allow, together with 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 herein 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 herein be deemed 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 serve to the benefit of, at the enforcement may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

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

Mark G. Condon
Selling Agent
Alma J. Eibert
STATE OF OREGON, County of _____

Forsooth appeared the above named LEONARD I. HEDGES & DORIS F. HEDGES, husband & wife,
ORVILLE W. EIFFERT, aka EIFFERT and ALMA I. EIFFERT, husband & wife, and,
MARK G. CONDON

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

Notary Public for Oregon
My Commission expires: _____
Attest: John P. Hays

STATE OF OREGON, COUNTY OF CLATSOP

Filed for record at request of _____
of _____ A.D. 19 _____ at _____
by _____
on Page _____
This is a true and correct copy of the original as the same appears in the records of the County Clerk.