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CONTRACT OF SALE made this 14th day of May, 1955, by and between E. WENDELL KELLY and SISTER F. KELLY, husband and wife, as tenants by the entirety, as Vendor, and JAMES R. MURKIN and JAMES CHES, P.M., as Purchaser.

WITNESSETH

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase from Vendor, at the price and on the terms, covenants, conditions, and provisions hereinafter contained, all of the property described in this Contract.

I. Description of Property: The Property to be sold and purchased under the terms, covenants, conditions, and provisions of this Contract is the following described property situated in Clatsop County, Oregon, to-wit:

A. Real Property: The following described Real Property:

Four and one-half acres, Range 13 East of the Willamette Meridian;

Section 25: NE_{1/4}, NW_{1/4}, and all that portion of the SW_{1/4} lying West of the
Lost River Irrigation Channel.

EXCERPTS FROM DEED: That portion lying within the said acre as conveyed to the United States of America by deed recorded October 23, 1920, in Volume 79, Page 157, and by deed recorded January 22, 1925, in Volume 85, Page 525, Deed Records of Clatsop County, Oregon.

Vendor grants the following perpetual easements, to run with the land, for the construction, repair, maintenance and future use of irrigation ditches for irrigation purposes: (a) An easement 30 feet wide extending East from Langell Valley West Side Irrigation Canal along the North side of the South Section Line of Sections 25 and 26 of T. 40 S., R. 13 E.W.M., a distance of 5000 feet, more or less, to Lost River Irrigation Channel; (b) An easement 30 feet wide extending East from Langell Valley West Side Irrigation Canal along the South Line of the half of Section 26, T. 40 S., R. 13 E.W.M., a distance of 1000 feet, more or less, to the West side of the herein described real property; and (c) An easement 30 feet wide extending East from Langell Valley West Side Irrigation Canal along the north side of the East-West center line of Section 25, T. 40 S., R. 13 E.W.M., a distance of 1525 feet, more or less, to the Southwest corner of the herein described real property.

TOGETHER WITH ALL Covenants, hereditaments, rights, easements, privileges, immunitiess, franchises, belonging or in any wise appertaining, thereto, now existing, heretofore, now existing, rights, titles and profits current, together with all of the rights of the use of water for irrigating the above-described real property, however evidenced, to which Vendor is now entitled, or which are now used on said real property, however the same may be evidenced, and together with all shares of stock or stans of water in any ditch or irrigation company which, in any manner, entitles the use of water for irrigating upon the real property within the areas and bounds of the above description.

SUBJECT TO:

1. Taxes and conditions of special assessment as farm use and the right of Clatsop County, Oregon, to additional taxes in the event farm use should be changed, which obligations Purchaser assumes and agrees to pay and perform.
2. Users and assessments of Clatsop Project and Langell Valley Irrigation District, and regulations, contracts, easements, water and irrigation rights in connection therewith.
3. Any unpaid charges or assessments of Langell Valley Irrigation District.

SALES

4. Rights of the public to use to any portion of the lands described property lying within the boundaries of public roads or highways.
 5. Rights of the public and of governmental bodies to land to any portion of the above-described property lying below the high water line of Lost River.
 6. Property, including the taxes and provisions thereof, acquired by E. Morris Lewis and Shirley F. Lewis, as the Federal Land Bank of Spokane filed, dated September 22, 1972, recorded October 22, 1972, in Volume 276, page 1602, Abstracts of Clallam County, Oregon.
 7. Any and all easements, rights of way, or restrictions of record, and all exceptions, restrictions and reservations contained in documents of title from the United States of America, or the State of Oregon, or to any other titles of record.
8. Personal Property: The following described Personal Property located upon the Real Property:
1200 Bailey Model 1000 Photo Interpretation System, 12-100
approximately 1500 feet of 6" underground corrugated
30 kva U.S. Electric Pipe, Serial No. 106035
9. Purchase Price: The total purchase price of the property, which Purchaser agrees to pay, is the sum of \$125,000.00.

III. Payment of Purchase Price: Purchaser shall pay the purchase price to the Vendor as follows:

1. Initial Payment: The sum of \$62,500.00, including earnest money heretofore paid, the execution of this Contract, receipt of which is hereby acknowledged.
2. Estimated Balance: The balance of \$62,500.00 shall be payable as follows:

1. Installation: \$11,500.00 by assumption of Vendor's obligation to P.I. (P.I. assuming responsibility to the Real Property) which Purchaser agrees to fully pay and perform according to the terms thereof and to hold Vendor harmless therefrom, and to indemnify Vendor against, including, without limiting the foregoing, attorney fees and costs of any action). Vendor has been paid for Vendor's P.I. work by Purchaser upon closing. All installments due P.I. shall be paid directly to P.I. by Purchaser.

2. Balance to Vendor: \$55,125.00 to Vendor payable in installments as follows:

a. First Installation: One (1) installment of \$5,500.00, including interest at 9.5% per annum, on September 1, 1982.

b. Second Installment: Fifteen (15) monthly payments of \$5,500.00, including interest at 9.5% per annum, on the 1st day of September through September 1, 1992, and concluding on the last day of September through September 1, 1992.

c. Final Installation: The remaining balance of principal and interest due Vendor under the provisions of this Contract shall be paid on September 1, 1992.

C. Rate and Compensation: Rate of Interest. For installation of P.I. to Vendor. The rate of interest on balance of the P.I. installation or operation shall bear such interest rate or rates as such time or times as shall be established by P.I. in accordance with the provisions of the Farm Credit Act, regulations of the Farm Credit Administration, and any other applicable law, and shall commence on the date agreed to between P.I. and Purchaser.

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11. Rate and Computation Date of Interest for Deferred Balance to Vendor: The rate of interest on the deferred balance to Vendor is agreed to be 7% per annum simple interest on declining principal balance. Interest shall commence on May 1, 1987.

12. Payment to Escrow Holder: All installments due Vendor from Purchaser under this Contract shall be paid without demand to Clatsop County State Bank, 100 Main Street, Coos Bay, Oregon 97420 (Escrow Holder). All such installments shall be credited first to interest accrued to the date of receipt and then to principal.

13. Payments: Purchaser may increase any installment or prepay all or any part of the whole deferred balance due Vendor, together with interest thereon to the date of any such payment. No partial payment or increased installment shall be credited to less than regular future installments, nor excuse Purchaser from making regular installments to Vendor as specified in this Contract.

14. Nature of Estate Sold and Lien Created by This Contract: Vendor sells to Purchaser all of Vendor's right, title, and interest in the Property. This Contract creates an easement in the Property in favor of Purchaser and reserves to Vendor a Vendor's Right in the Property. By way of reservation, and not limitation, of the foregoing, Purchaser agrees Vendor's lien to the Property is superior to any and all rights of Purchaser under and by any leasehold, way, or easement now in force, or which may hereafter become law, existing law.

15. Possession: The possession of the Property shall be delivered to Purchaser upon the Closing Date.

16. Remedies of Vendor: Vendor retains only the following warranties:

1. Marketable Title to Property: Vendor warrants that Vendor has good and marketable title to the Property subject to the exceptions set forth in Article I of this Contract.

2. No Other Warranties: Except for express warranty of marketable title to the Property contained in this article Vendor makes no other warranty, express or implied. Purchaser has examined the Property and agrees no representations of any kind have been made by Vendor, or any representative of Vendor, with respect to the condition of title to said Property, or the condition of the Property itself, nor contained in any document Purchaser is purchasing the Property described in this Contract as to its fit for purchase, condition, access to it as such, and requires no sort of any kind to be done on the Property by Vendor. Purchaser acknowledges Purchaser is familiar with the nature, location, dimensions and boundaries upon the Property and is also familiar with the legal, monetary, and governmental laws and regulations upon the Property and is also familiar with the financial obligations prior to examination of this Contract. Purchaser authorizes Purchaser of Purchaser to release Purchaser right to independently examine Purchaser's own judgment in deciding what whether to accept fully this Contract. Purchaser's decisions are not based on, or influenced by, any representations or warranties of Vendor, or Vendor's agents, employees, or attorneys.

17. Scope of Contract and Related Instruments: Vendor will, upon execution of this Contract, (a) make and execute in favor of Purchaser, a quit and sufficient warranty deed conveying the Real Property free and clear, as of the date of this Contract, of all encumbrances, except for the exceptions to title set forth in Article I of this Contract; (b) make and execute in favor of Purchaser, a Bill of Sale to the Personal Property free and clear of all liens and encumbrances as of the date of this Contract; and (c) make and execute such form of continuation of financing statement as shall be necessary under provisions of the Uniform Commercial Code -- secured financing by Purchaser the

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Purchaser money security interest of Vendor to the Collateral, and every part thereof. Vendor will, within a reasonable time after the execution of this Contract, place the deed, Bill of Sale, copy of continuation of financing statement, and an executed recordable original of this Contract, together with any other documents and/or instruments and/or so, or fundamental of, this Contract, to escrow with Escrow Holder with instructions that, when and if Purchaser shall have paid Deferred Balance due Vendor, and interest thereon, as specified in this Contract, to deliver same to Purchaser subject to usual purchase conditions and provisions of standard form of escrow instructions required by Escrow Holder.

IV. Title Insurance: Vendor shall furnish a standard form of Purchaser's Title Insurance Policy issued by Escrow Holder under the Order No. L-25000 covering Purchaser's title in the Property subject to the exceptions set forth in Article I of this Contract and purchase conditions and exceptions contained in the usual form of Purchaser's Title Insurance Policy issued by the title insurance company regularly used by Escrow Holder. All costs of such title policy shall be paid by Vendor.

V. Use and Care of Property: Purchaser shall: neither use nor permit the Property to be used for any immoral nor objectionable purposes; keep all buildings, fences, and other improvements upon said premises in good repair at Purchaser's own expense at all times; care for the Property in a manner consistent with just management practices in the community; will not, without the written consent of Vendor, cut or damage any trees or remove any bark, gravel, or materials of any nature, nor permit the same to be done; will not permit nor suffer waste to be committed on the Property; observe all accepted farming methods of good husbandry and best soil conservation practices; observe sound methods of crop rotation; consistently take precautions to prevent undue depletion of the soil from erosion by wind or water and use all reasonable efforts to keep the Property free from surface weeds or plants.

VI. Taxes, Assessments, and Charges: Purchaser shall pay regularly and seasonably, and before the same become delinquent, all future taxes, assessments, and charges of whatever nature (including additional charges by reason of change of use) levied and imposed against the Property by any governmental Entity having the power to impose as before taxes or as real assessments. Special assessments shall be paid currently. The collector or tax collector of the governmental Entity which has the power in law taxes or assessments is authorized to deliver to Vendor and FLS a written statement of such tax or assessment levied or owing at any time. Purchaser shall provide Vendor and FLS proof of payment of all taxes and assessments to be paid pursuant to this article at the time of sale.

VII. Protection of Property from Liens: Purchaser will keep the Property free from any adverse claim, security interest (except that of FLS and as expressly permitted by Vendor by writing) or encumbrance (except that of FLS and as expressly permitted by Vendor by writing), and will defend the Property against all claims and demands of all other persons at any time claiming the same, or any business therein (except that of FLS).

VIII. Purchaser's Good Faith Defense of Tax, Assessment, or Claim of Lien: Purchaser may make payment of any tax, assessment, levy, or claim in connection with a good faith dispute over the obligation to pay, so long as Vendor's security created by this Contract in the Property is not jeopardized. If a Lien arises, or is filed as a result of nonpayment, Purchaser shall, within 30 days after the Lien is determined valid, either secure discharge of the Lien or defaults with Vendor cash or a sufficient corporate bond and/or other security satisfactory to Vendor in an amount sufficient to discharge the Lien plus any costs, attorney fees, or other charges that could accrue as a result of a foreclosure or sale under the Lien.

III. Risk of Loss and Insurance: Purchaser assumes all risk of loss or damage to the property by fire, act of God, natural contamination, or any other cause and agrees to make the payments herein described as they severally become due, notwithstanding any loss that may occur. Purchaser agrees that, at his own cost, he will promptly bear all insurable improvements, if any, incurred against loss or damage by fire to the extent of their full insurable value and in manner and form satisfactory to P.L. All insurance policies whatsoever shall have attached thereto a loss payable clause in favor of P.L and of Vendor jointly, as his interest may appear. At least 30 days prior to the expiration of any insurance Purchaser and proof of the same provided to Vendor and P.L.

IV. Enforceability: In case any governmental entity having the power of eminent domain acquires by eminent domain judicial proceedings, or by a negotiated sale or other of current domestic proceedings, all, or any portion of, the property, all the acts proceeds therefore shall be applied toward payment of the deferred balance due Vendor and P.L. If any eminent domain judicial proceedings are filed, Purchaser shall promptly take such steps as may be necessary to defend the action and obtain the same.

V. Vendor's Right to Pay Taxes, Etc., - Purchase Vendor's Security: In the event (without being compelled to do so), Vendor may discharge taxes, liens, security interests, or other encumbrances placed upon the property, may pay for insurance on the property, and may pay for the maintenance and preservation of the property. In addition, Vendor may sue to recover or defend any action or proceeding at law, in equity, or in bankruptcy, affecting, in any way, the security of Vendor created by this Contract in the property. If Vendor disposes of the property, or sells, leases or otherwise encumbers, or to pay for insurance, or to defend any action or proceeding at law, or to equity, or in bankruptcy, affecting Vendor's security referred to in the property, any amount Vendor expends pursuant to this article shall be added to the indebtedness. Amounts so added to the indebtedness shall be payable upon demand with interest from the date of the expenditure of the amount so added. The rate of interest on the amounts referred to in this article shall be 10%. Amounts pertaining the generality of the foregoing, the amounts referred to in this article shall include all of the security rights of Vendor created by this Contract, and security fees (such as trial or an appeal) to a reasonable sum, incurred in any action or proceeding in which Vendor may appear.

VI. Contract as Purchase Money Security Agreement for Collateral: Without limiting Vendor's right created by this contract, Vendor and Purchaser agree that this contract constitutes a purchase money security agreement for the Collateral and creates, in Vendor, a purchase money security interest in the Collateral as provided by the Uniform Commercial Code - Secured Transactions. Parties agree that the rights of Vendor are those of a secured party as defined in the Uniform Commercial Code - Secured Transactions and not the Uniform Commercial Code - Secured Transactions and the provisions contained in this contract and the rights of Seller are hereby declared those provided a secured party by the Uniform Commercial Code - Secured Transactions and the provisions contained in this contract. Without limiting the rights of Vendor as a secured party, the parties also agree as follows:

1. **Security interests in the Collateral:** The purchase money security interests in the Collateral hereby granted Vendor by Purchaser constitutes security for the payment of the indebtedness.

2. **The use location of Collateral:** The Collateral is bought and used entirely for agricultural purposes and will be kept upon the Real Property. Purchaser will not remove the Collateral from the Real Property or the State of Oregon without the written consent

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of Vendor nor otherwise sell or dispose of the Collateral without the written consent of Seller.

L. Perfection of Purchase Money Security Interest: Purchaser agrees to execute and file financing statements and do whatever may be necessary under applicable law to perfect and continue Seller's purchase money security interest in the Collateral (including, without limiting the generality of the foregoing, the filing of a financing statement as a fixture filing), all at Purchaser's expense. In addition, without limiting the generality of the foregoing, Purchaser will do, execute, and deliver whatever further documents, or instruments as Seller reasonably shall require for preserving, confirming, perfecting, continuing, and asserting to Vendor, all and singular, the security rights in the Collateral.

M. Right to Inspect: Vendor, or any agent or attorney in fact for Vendor or duly authorized representative of Vendor, may, at any reasonable time, enter upon the Property.

N. Transfer of Property by Purchaser: Purchaser shall not, without the prior written consent of Vendor, transfer Purchaser's interest in the Property, whether or not the transferee assumes or agrees to pay the Indebtedness. If Purchaser, or a prospective transferee of the Property, applies to Vendor for consent to such a transaction, Vendor may require such information concerning the transferee as shall be reasonable. Following a transfer, Vendor may agree to any extension of time for payment or modification of the terms of this Contract or waive any right or remedy under this Contract without releasing Purchaser from liability. If Purchaser should make any sale or transfer of the Property, without the written consent of Vendor, Vendor shall have a security interest in the proceeds.

O. Default of Purchaser: The following shall constitute a default of Purchaser:

1. Failure to Make Payments: Failure of Purchaser to make payments as herein provided and if said failure shall continue for more than 30 days after the payment becomes due. The occurrence of any sum secured by this Contract after the due date shall not constitute a waiver of Vendor's right either to require prompt payment when due of all other sums so secured or to seek any remedy provided for in this Contract.

2. Failure to Make Payments of FLS Assumption: Failure of Purchaser to make payments due or to become due under the FLS Assumption and if said failure shall continue for more than 30 days after the payment becomes due.

C. Failure to Perform Covenants: Failure of Purchaser to perform any covenants or conditions of this Contract (other than failure to make payments as provided for in preceding Subarticle 1) after 30 days' written notice of such failure and demand for performance, or failure to perform any of the terms, covenants and conditions of the FLS Assumption (other than failure to make payments as provided for in the preceding Subarticle 1) after written notice of such failure and demand for performance by FLS.

D. Insolvency, Etc.: Bankruptcy of Purchaser's business, insolvency of Purchaser, business failure of Purchaser, appointment of a receiver of any part of the Property, assignment by Purchaser for the benefit of Purchaser's creditors of any of the Property, or the commencement of any proceeding under any state insolvency law by or against Purchaser, or any one or more of the foregoing.

XI. Remedies: If Purchaser shall fail to fulfill as above provided, Vendor shall have the following cumulative rights:

A. Remedies Relating to Real Property:

any exercise any rightsivable to Vendor, including, without limiting the generality of the foregoing, foreclose this Contract by strict foreclosure in equity, declare full unpaid balance of indebtedness immediately due and payable, or specifically enforce terms of this Contract by suit in equity.

B. Remedies Relating to Collateral: Vendor shall have all the rights and remedies of a secured party under the Uniform Commercial Code - Secured Transactions, or other applicable law, and all rights and remedies provided for in this Contract, to enforce payment of all obligations secured by this Contract including, without limiting the generality of the foregoing, the following rights: the right to require Purchaser to assemble the Collateral and make it available to Vendor at a place to be designated by Vendor which shall be reasonably convenient to both parties; the right to take immediate possession of said Collateral wherever found (either directly by Vendor or through Vendor's agent, attorney, or sheriff in any county in which the Collateral, or any part thereof, may be located), with or without suit or process, and to sell the same at public or private sale, with or without notice, and to apply the proceeds of such sale to the discharge of the obligations secured hereby (first prior and interest) and expenses of preserving or realizing on the Collateral, including reasonable attorney fees (both at trial and on appeal); the right to a judgment for any deficiency, and the right to become Vendor, sent to Purchaser at least 5 days prior to such sale, or following action, shall commence reasonable notice to Purchaser. Vendor shall retain the right to enter upon any real property owned, leased, or occupied by Purchaser, upon which the Collateral, or any part thereof, shall be located, and to remain therein for so long a period as may be necessary to perform and/or carry out the rights and remedies conferred by this Contract.

C. Exercise of Remedies: The remedies provided for in this Contract may be exercised by Vendor singularly or concurrently, with reference to either the real property or the Collateral, or both, in the sole discretion and option of Vendor.

D. No Waiver: No waiver by Vendor of any breach of any covenant of this Contract shall be construed as a continuing waiver of any subsequent breach of such covenant, nor as a waiver of any breach of any other covenant nor as a waiver of the covenant itself.

E. Time is of the Essence: Time is expressly made the essence of this Contract.

F. Notices: Any notice, demand, or communication to be given by either party, or this Contract to the other party shall be in writing and transmitted to the other party by registered or certified mail, deposited with the United States Postal Service with postage fully prepaid, addressed to said party at their address shown below, provided that either party may change his place of address by notice to the other party as herein provided. Any such notice or demand shall be deemed conclusively to have been delivered to the addressee thereof 48 hours after the deposit thereof with the United States Postal Service. As of the date of this Contract, the addresses for notice are:

Address of Vendor

Mr. & Mrs. E. Merle Lewis
Route 3, Box 302
Glenwood Falls, OR 97638

Address of Purchaser

Warren S. Rose
David Chen, P.A.
1217 Coach Lane, Suite A
Canton Park, GA 30114

1.8457

XII. Provisions Regarding Suit or Action Due to Default of Purchaser: In the event any suit or action is commenced because of any default of Purchaser, the following provisions shall apply:

A. Receivership: The Court having jurisdiction of the case may, at cause, upon notice by Vendor, appoint a receiver to collect the rents and profits arising out of the Property, or to take possession, management and control of any of the Property during the pendency of suit or action or until payment of the indebtedness hereby secured and any charges and expenses during the execution of the receivership.

B. Title Insurance: Purchaser shall pay to Vendor, in addition to all statutory costs and disbursements, any amount Vendor may incur or pay for any title report, title search, insurance of title or other evidence of title subsequent to the date of this Contract on the Property and this Contract shall be security for the payment thereof.

C. Attorney's Fees: The prevailing party, at trial or on appeal, shall be entitled to such reasonable attorney fees as shall be fixed by the Court having jurisdiction of the case, in addition to statutory costs and disbursements.

XIII. Duties and Obligations of Purchaser Joint and Several: The duties and obligations of Purchaser shall be joint and several.

XIV. No Oral Modification Possible: No modification of this Contract shall be given effect unless same be in writing subscribed by the parties hereto or their successors in interest.

XV. Standing Effect: This contract shall bind and insure in the benefit of, as the circumstances may require, the parties herein and their respective successors, heirs, by Purchaser designated in this Contract.

XVI. Construction of Contract: In construing this Contract, the following shall control:

A. Definitions: The following terms shall have the following meanings:

1. Vendor: The term "Vendor" shall mean E. Merle Lewis and Shirley F. Lewis, husband and wife, owners by the entirety, as the circumstances and contract shall require.

2. Purchaser: The term "Purchaser" shall mean Warren S. Rose and David Chen, also known as the Purchaser of the Real Property subject to this Contract. The Personal Property subject to this Contract, or a debtor under the Uniform Commercial Code — Secured Transactions, as the circumstances and contract shall require with regard to the Personal Property subject to this Contract.

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1. Real Property: The term "Real Property" shall mean the real property and personal property described in Article I of this Contract, as the circumstances and context shall require.

2. Real Property: The term "Real Property" shall mean the real property described in Article I, A. of this Contract. The term shall also include the fixtures, improvements, rights, easements, privileges, assignments, transfers, delegating or in any wise alienating, assignments, transfers, the reservations, renewals, rents, leases and profits thereof. Inspector shall all the rights of the lessor for investigating as to conditions to which Vendor is now entitled, or which are now used on said premises. However the same may be evidenced, and whether in all shares or stock or shares of stock to any extent or participation, directly or by any owner, entitling the lessor to make for investigating purposes upon the same, within the outer and bounds of the description contained in Article I.

3. Personal Property: The term "Personal Property" shall mean the personal property described in Article II, of this Contract.

4. Contracts: The term "Contracts" shall mean the personal property described in and subject to the terms of this Contract, together with any and all substitutions, assignments, and extensions thereto, substitutions and replacements made therefor, and/or thereof, the products and processes thereof, all as the contract and documents shall require. Without limiting the rights of Vendor, safe payment, delivery to be declared by the parties to be sufficient and sufficient under the Uniform Commercial Code - Secured Transactions.

5. Uniform Commercial Code - Secured Transactions: The term "Uniform Commercial Code - Secured Transactions" shall mean the provisions of the Uniform Commercial Code - Secured Transactions of the State of Oregon contained in Chapter 75 of the Oregon Revised Statutes, as the same now are or may be later amended.

6. Deferred Balance Due Vendor: The term "Deferred balance due Vendor" shall mean the unpaid portion of the purchase price owing Vendor by Purchaser under the terms of this Contract.

7. Net Proceeds from Judicial Settlement: The term "Net proceeds from judicial settlement" shall mean the amounts received by Purchaser from judicial settlement relating after payment of all reasonable costs, expenses, and attorney fees necessarily paid or incurred by Purchaser and Vendor in connection with such judicial settlement.

8. Governmental Entity: The term "Governmental Entity" shall mean the United States of America, the State of Oregon, the County of Clatsop, and any political subdivision, territorial corporation, quasi-governmental entity, or agency thereof.

9. Indebtedness: The term "Indebtedness" shall mean all obligations, debts, and liabilities of Purchaser to Vendor, including, without limiting the generality of the foregoing, all existing and future obligations of Purchaser to Vendor, arising out of, or in connection with, this Contract. Without limiting the generality of the foregoing, it shall also include interest on the deferred balance due Vendor.

10. Severability: All covenants, terms and provisions of this Contract are severable, and so far as any of them shall be held to be invalid by any competent court, this Contract shall be interpreted as though such invalid covenants, terms, and provisions were not contained herein.

COUNTY OF Clatsop

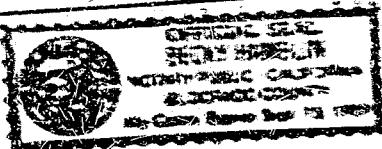
On this 12th day of
July County and State, personally appeared

I, before me, the undersigned Notary Public in and
for the State of Oregon, do hereby certify that the person
above named is personally known to me on the basis of satisfactory evidence to be the person
described in this instrument and acknowledged the same to be his/her true and
free act.

8/20

Becky Taylor
Notary Public in and for said County and State
Date 8/20/02

Form 1041 - General Acknowledgment



THE PERSONNED MAIL TO:

CLATSOP COUNTY TITLE CO.
P.O. Box 151
Cottage Falls, OR 97621

MAIL TAX STATEMENTS TO:

MARION S. MURKIN AND
DAVID CHAN, M.D.
3577 Coach Lane, Suite 1
Cottage Falls, OR 97621

STATE OF OREGON

ss:

County of Clatsop
I certify that the within
instrument was received for record
on the 12th day of Aug
1902, at 10:00 o'clock A.M. and
recorded in book 100 on page
100 or as mailing fee number
100.

Record of Deeds of said County -
Witness my hand and seal of
County affixed.

Notary Public
Clatsop County, Oregon
Date: 8/20/02 Deputy

Fees \$5.70