

THIS CONTRACT, Made this *14th* day of *August*, 19*87*, between  
*Marjorie J. Rambo*, hereinafter called the seller,  
and *Roger J. Buhrle & Debra A. Buhrle, Husband and Wife*, 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 2—TAX ACCT NO: 621740 (Keno Meats)

A portion of Lot 8, Section 6, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the East line of Lot 8, Section 6, Township 40 South, Range 3 East of the Willamette Meridian, 660.00 feet South from the Northeast corner of said Lot 8; thence West at right angles to said East line of said Lot 8 to a point on the Easterly line of Keno-Worden Highway and the point of beginning of this description; thence Northwesterly along said Easterly line of said Highway 160.00 feet; thence East 200.00 feet; thence Southeasterly parallel with and 200.00 feet from the Keno-Worden Highway 160.00 feet; thence West 200.00 feet to said Highway right of way and point of beginning of this description,

TOGETHER with an exclusive easement appurtenant to and for the benefit of the property described above, said easement is further described in Exhibit A, attached hereto and made a part hereof

for the sum of *Forty-five thousand and no/100* Dollars (\$45,000.00) (hereinafter called the purchase price) on account of which *three thousand and no/100* Dollars (\$3,000.00) is paid *at closing*; the buyer agrees to pay the remainder of said purchase price (to-wit: \$42,000.00) to the order of the seller in monthly payments of not less than *three hundred eighty-one and 67/100* Dollars (\$381.67) each, *monthly principle and interest or more*

payable on the *15th* day of each month hereafter beginning with the month of *September*, 19*87*, 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 *10* per cent per annum from *August 15, 1987* until paid, interest to be paid *monthly* 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 hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes. (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes. The buyer shall be entitled to possession of said lands on *closing* 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) in an amount not less than \$ and his respective interests may appear and 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 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 *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 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. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

Marjorie J. Rambo  
P.O. Box 52  
Keno, OR 97627  
SELLER'S NAME AND ADDRESS  
Roger J. & Debra A. Buhrle  
P.O. box 418  
Keno, OR 97627  
BUYER'S NAME AND ADDRESS  
After recording return to:  
Marjorie J. Rambo  
P.O. Box 52  
Keno, OR 97627  
NAME, ADDRESS, ZIP  
Until a change is requested all tax statements shall be sent to the following address.  
Roger J. & Debra A. Buhrle  
P.O. Box 418  
Keno, OR 97627  
NAME, ADDRESS, ZIP

STATE OF OREGON,  
County of \_\_\_\_\_ ss.  
I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/ree/volume No. \_\_\_\_\_ on page \_\_\_\_\_ or as document/tee/file/instrument/microfilm No. \_\_\_\_\_, Record of Deeds of said county.  
Witness my hand and seal of County affixed.  
\_\_\_\_\_  
NAME TITLE  
By \_\_\_\_\_ 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 the interest thereon at once due and payable; (5) to take any and 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 seller shall retain 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 remain in said seller, and the seller shall have the right to re-enter the premises above described, and all other rights acquired by the buyer hereunder shall revert to and remain 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 hereunder to return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if the contract had been performed 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 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 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.

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 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$45,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which):

of or includes other property or value given or promised which is the whole 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.

\_\_\_\_\_, the undersigned, being a duly qualified and admitted attorney at law, hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of this office, and that the copy is a true and correct copy of the original as the same appears in the files of this office.

\_\_\_\_\_, the undersigned, being a duly qualified and admitted attorney at law, hereby certifies that the foregoing is a true and correct copy of the original as the same appears in the files of this office, and that the copy is a true and correct copy of the original as the same appears in the files of this office.

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.

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.

MARJORIE J. RAMBO

Directors  
Ray J. Burke  
Alfred A. Burke

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

STATE OF OREGON, )  
County of Klamath ) ss.  
August 14, 1987.

Personally appeared the above named Marjorie J. Rambo & Roger J. Buhrle & Debra A. Buhrle and acknowledged the foregoing instrument to be her voluntary act and deed.

STATE OF OREGON, County of ..... ) ss.  
 ....., 19.....

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 \_\_\_\_\_

and that the seal affixed to the 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:

BEFORE ME:  
 (OFFICIAL SEAL)  
 Notary Public for Oregon  
 My commission expires 3-22-89

Notary Public for Oregon  
My commission expires:

(SEAL)

ORS 93.635. (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(3) Violation of ORS 91.636 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

## ADDITIONAL AGREEMENTS

Down Payment:

The buyers agree to pay an initial payment of \$3,000.00. Buyers have paid the sum of \$1,500.00 upon the execution of this document and agree to pay the balance of the down payment (\$1,500.00) on or before December 1, 1987 and in addition thereto pay the sum of \$50.00 interest, for an additional payment of \$1,550.00 on or before December 1, 1987.

EXHIBIT "A"

14744

A portion of Lot 8, Section 6, Township 40 South, Range 8 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at a point on the East line of Lot 8, Section 6, Township 40 South, Range 8 East of the Willamette Meridian, 660.00 feet South from the Northeast corner of said Lot 8; thence West at right angles to said East line of said Lot 8 to a point on the Easterly line of said Highway 160.00 feet; thence East 200.00 feet to the true point of beginning of this legal description; thence Northwesterly parallel with and 200.00 feet from the Keno-Worden Highway 43.00 feet; thence West 200.00 feet to said highway right of way; thence Southeasterly along said Easterly line of said highway 43.00 feet; thence East 200.00 feet to the true point of beginning.

R. B. LAB.

M. J. R.

STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Aspen Title Company  
on this 17th day of August A.D. 19 87  
at 10:54 o'clock A M. and duly recorded  
in Vol. M87 of Deeds Page 14742  
Evelyn Biehn, County Clerk

By

Ram Smith

Deputy.

RAMBO-BUHRLE ADDENDUM-EASEMENT

Fee, \$13.00