

80620



TICOR TITLE INSURANCE

FULL RECONVEYANCE

Vol. M87 Page 18909The undersigned trustee under that certain Deed of Trust, dated August 31, 19 77.in which Eric C. Lewis and Beverly A. Lewis, husband and wife is grantor,and Rainier National Bank, a National Banking Association is beneficiary,recorded on September 26, 19 77 in XXX M77, Page 17985, or as (file, fee, reel etc.)number 17989, Mortgage/Film Records of Klamath, County, State of Oregon

having received from the beneficiary under said Deed of Trust a written request to reconvey, reciting that the obligations secured by the Deed of Trust has been fully satisfied, does hereby convey, without warranty, to the person(s) entitled thereto all of the right, title and interest now held by said trustee in and to the property covered by said Deed of Trust, and described as follows:

Lots 3 and 4, Block 20, ORIGINAL TOWN OF LINKVILLE, now CITY OF KLAMATH FALLS, according to the official plat thereof filed January 27, 1897 in Book 1 of Plats, Page 4, in the office of the County Clerk of Klamath County, Oregon.

Dated October 14, 19 87TICOR TITLE INSURANCE COMPANY
OF CALIFORNIABy Mitchell L. Steeves, Asst. Vice-PresidentState of Oregon, County of MultnomahThe foregoing instrument was acknowledged before me this 14 day of October, 19 87, by Mitchell L. Steeves, Asst. Vice-President, of Ticor Title Insurance Company of California, on behalf of the corporation.

Notary Public for Oregon

My commission expires: 9-7-91

FULL RECONVEYANCE

Lewis

GRANTOR

Rainier National

GRANTEE

Ticor File No. 557880-64

After recording return to:

L. C. Tejada2903 AltamontKlamath Falls, OR 97603

This Space Reserved for Recorder's Use

STATE OF OREGON,
County of Klamath ss.

Filed for record at request of:

Ticor Title Insuranceon this 20th day of October A.D., 19 87
at 8:54 o'clock A.M. and duly recorded
in Vol. M87 of Mtges. Page 18909

Evelyn Biehn, County Clerk

By Pam Smith

Fee, \$5.00

Deputy.

TICOR Form No. 139 Full Reconveyance 7/87

R-39754

80621

SALES CONTRACT

Vol. 18910 Page 18910

THIS AGREEMENT, to be entered into this 23rd day of June, 1987, by and between, Hal R. Braiker & Barbara W. Braiker and Ernest M. Park and Virginia M. Park Hereinafter Known as sellers and Roberto R. Davila and Sylvia R. Davila, hereinafter known as buyers.

WITNESSETH

Sellers hereby agree to sell and buyers hereby agree to purchase the real property described in exhibit "A" attached hereto and incorporated herein by this reference as though fully set forth.

PURCHASE PRICE AND TERMS: The total purchase price of the property which buyer hereby expressly agrees to pay shall be the sum of \$ 60,000.00 payable as follows:

1. The sum of \$600.00 down on September 15, 1987,
2. The balance of \$59,400.00 shall be paid in monthly installments of not less than \$600.00 per month, including interest, until all sums due shall be paid in full.

POSSESSION: The buyer shall be entitled to possession of the property sold under this contract immediately, and may retain such possession so long as he is not in default under the terms of this contract.

TAXES: It is mutually understood and agreed that buyer shall pay all real property taxes upon said property, both current & delinquent, and shall thereafter pay all realproperty taxes, assessments and any other liens as they may arise, and that payments thereof shall be in addition to the monthly payments herein above specified.

LIENS: Buyer shall make no improper use of said lands, improvements, and premises nor suffer, commit or permit waste thereof, and shall maintain the property and all improvements now or hereafter

do so, and any payment so made shall be added to and become a part of the principal purchase price and shall bear interest at the rate provided for in this agreement without waiver, however, of any right arising to Seller for breach of any covenant.

NON-WAIVER: Buyer further agrees that failure by the Sellers, at any time, to require performance by the Buyer of any provision hereof, shall in no way affect Seller's rights hereunder to enforce the same, nor shall any waiver by seller of any breach of any provision, or as a waiver of the provision itself.

PREPAYMENT: Buyer may make additional payment hereon, at any time, in any amount, and may prepay the entire balance at any time.

CONDITION OF PREMISES:

Buyer agrees that no representations have been made to them concerning the condition of the property, or any of its improvements, and Buyer has entered into this agreement on the basis of his own examination and personal knowledge of the premises and his opinion of the value thereof, that no attempt has been made to influence his judgement and no representation as to the applicability of laws and regulations of any public authority affecting the premises and the use thereof, conditional or otherwise has been made by the Sellers or by any agent of the Sellers, that no representations as to the condition or repair of said premises have been made by Sellers or by any agent of the Sellers and that no agreement or promise to alter, repair, or improve said premises has been made by the Sellers or by any agent of the Sellers, and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement.

AS IS: Buyer acknowledges and agrees to purchase the building and improvements on the property, as is.

INDEMNITY: Buyer agrees to indemnify, defend and hold Sellers harmless from any claim, loss or liability arising out of or related to any activity of the Buyer on the property or any condition of the property.

DEFAULT: Buyer shall not be deemed in default for failure to perform any covenant or condition of this agreement, other than the failure to make the payments as provided for herein, until notice of said default has been given by Sellers to Buyer and Buyer shall have failed to remedy the default within thirty (30) days after the giving of the notice. If Buyer fails to make payment as herein provided and Sellers have not received the payment within ten (10) days after the payment becomes due,

Buyer shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to the other party at his last known address.

REMEDIES: In the event that Buyer fails to comply with any of the terms of this agreement, including the making of payments at the times specified, the time of payments being declared to be of the essence of this agreement, the Sellers shall, at their option, and without tender of performance, but subject to the requirements of notice as hereinafter provided, have the following rights, collectively or individually:

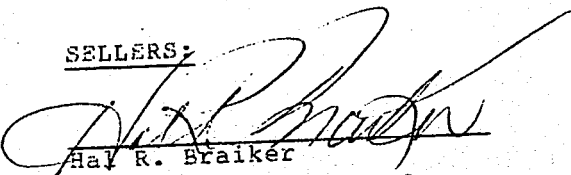
1. To foreclose this contract by strict foreclosure
2. To declare the full unpaid balance of the purchase price immediately due and payable.
3. To specifically enforce the terms of this agreement by suit in equity.


TITLE DELIVERY: Upon the payment by Buyer in full of the purchase price, Seller shall execute and deliver a conveyance to Buyer of all of their right and title in and to the aforesaid real property, and the conveyance shall be in the nature of a warranty deed.

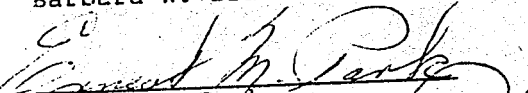
INSURANCE: Buyer agrees to keep the building on said premises insured against loss by fire or casualty with extended coverage clause attached to said policy in an amount of not less than 80% of the full insurable value thereof in some fire insurance company doing business within the State of Oregon, with the loss payable to the parties hereto as their interest appears at the time of the loss.

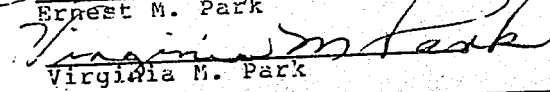
ADDRESSES: Hal R. Braiker, P.O.Box 8128 Black Butte Ranch, Sisters, OR 97759. Ernest M. Park, P.O.Box 8096 Black Butte Ranch, Sisters, OR 97759. IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first above written.

SELLERS:

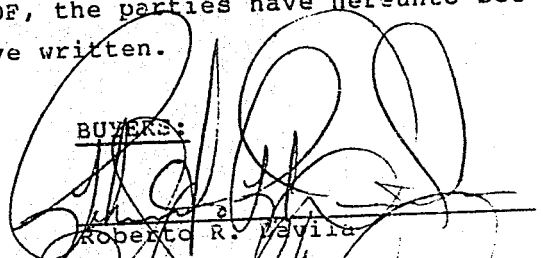

Hal R. Braiker

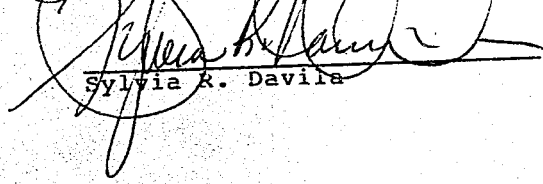

Barbara W. Braiker


Ernest M. Park


Virginia M. Park

BUYERS:


Roberto R. Davila


Sylvia R. Davila

STATE OF OREGON
COUNTY OF DESCHUTES

18913

On this 2 day of August, 1987, personally appeared before me the above named HAL R. BRAIKER and acknowledged the foregoing instrument to be his voluntary act and deed.

W. E. Lane
Notary Public for Oregon
My Commission Expires: 11-16-88

STATE OF OREGON
COUNTY OF DESCHUTES

On this 3 day of August, 1987, personally appeared before me the above named Barbara W. Braiker and acknowledged the foregoing instrument to be her voluntary act and deed.

W. E. Lane
Notary Public for Oregon
My Commission Expires: 11-16-88

STATE OF OREGON
COUNTY OF DESCHUTES

On this 7 day of August, 1987, personally appeared before me the above named ERNEST M. PARK and acknowledged the foregoing instrument to be his voluntary act and deed.

W. E. Lane
Notary Public for Oregon
My Commission Expires: 11-16-88

STATE OF OREGON
COUNTY OF DESCHUTES

On this 3 day of August, 1987, personally appeared before me the above named VIRGINIA M. PARK and acknowledged the foregoing instrument to be her voluntary act and deed.

W. E. Lane
Notary Public for Oregon
My Commission Expires: 11-16-88

STATE OF OREGON
COUNTY OF KLAMATH

On this 23 day of July, 1987, personally appeared before me the above named ROBERTO R. DAVILA and acknowledged the foregoing instrument to be his voluntary act and deed.

William J. Davenport
Notary Public for Oregon
My Commission Expires: 8/05/87

STATE OF OREGON
COUNTY OF KLAMATH

On this 23 day of July, 1987, personally appeared before me the above named SYLVIA RAQUEL DAVILA and acknowledged the foregoing instrument to be his voluntary act and deed.

William J. Davenport
Notary Public for Oregon
My Commission Expires: 8/05/87

18910

EXHIBIT (A)

The Southeasterly $\frac{1}{2}$ of Lots 9 and 10, Block 84, KLAMATH ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

Return to: KCTC

\$ 60,000.00
ROBERTO R. AND SYLVIA R. DAVILA, SEPTEMBER 15, 1987
severally promise to pay to the order of PARK/BRAIKER--BLACK BUTTE RANCH
OREGON 97759 at
-----SIXTY THOUSAND DOLLARS AND NO/XX-----DOLLARS,
with interest thereon at the rate of 0% per annum from SEPTEMBER 15, 1987 until paid; interest to be paid
NONE and if not so paid, all principal and interest, at the option of the holder of this note, to become imme-
diately due and collectible. Any part hereof may be paid at any time. If this note is placed in the hands of an attorney for collection, I/we
promise and agree to pay holder's reasonable attorney's fees and collection costs, even though no suit or action is filed hereon, if a suit or
an action is filed, the amount of such reasonable attorney's fees shall be fixed by the court of competent jurisdiction in which the suit or action, including any
appeal therein, is tried, heard or decided.

[Signatures]

FORM No. 216-PROMISSORY NOTE.

TS STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 20th day
of October A.D., 19 87 at 9:40 o'clock A.M., and duly recorded in Vol. M87
of Deeds on Page 18910

FEE \$25.00

Evelyn Biehn, County Clerk
By *[Signature]*