

81596

Vol. 1187 Page 20693

## CONDITIONAL SALES SECURITY AGREEMENT

DILLARD A. CHRONISTER and LORRAINE E. CHRONISTER, whose address is Box 506, Bly, Oregon, hereinafter referred to and known as Sellers or Secured Parties, do hereby agree to sell to DAVID H. SMITH and VICKIE S. SMITH, husband and wife, whose mailing address is 828 N. 4th, Lakeview, Oregon 97630, hereinafter referred to and known as Buyers or Debtors, and said Buyers do hereby agree to purchase from the Sellers all of their interest in and to the following-described personal property:

Stove, freezer, toaster, cash register, stools, counter, dishes, silverware, three pots, pans, meat slicer, ice box, steam table, two hot water heaters, chairs, booths and tables,

and the following described real property in Klamath County, Oregon:

A tract of land situated in the  $W\frac{1}{4}SE\frac{1}{4}$  of Section 34, Township 36 South, Range 14 East of the Willamette Meridian.

Beginning at an iron pin in the Southwesterly boundary of the Klamath Falls-Lakeview Highway from which the one-quarter corner of the Southerly boundary of Section 34 bears  $0^{\circ}45\frac{1}{2}'$  East 2146.0 feet; thence South  $20^{\circ}06'$  East along said Southwesterly boundary of said Highway 788.7 feet to the true point of beginning; thence South  $20^{\circ}06'$  East 79.7 feet; thence South  $79^{\circ}34'$  West 125.0 feet; thence North  $20^{\circ}06'$  West 79.7 feet; thence North  $79^{\circ}34'$  East 125.0 feet to the true point of beginning. Together with an easement for ingress and egress over the following described parcel: A tract of land situated in the  $W\frac{1}{4}SE\frac{1}{4}$  of Section 34, Township 36 South, Range 14 East of the Willamette Meridian; beginning at an iron pin in the Southwesterly boundary of the Klamath Falls-Lakeview Highway from which the  $1/4$  corner of the Southerly boundary of Section 34 bears South  $0^{\circ}45\frac{1}{2}'$  East 2146.0 feet; thence South  $20^{\circ}06'$  East along said Southwesterly boundary of said Highway 868.4 feet to the true point of beginning; thence South  $20^{\circ}06'$  East 20.3 feet; thence South  $79^{\circ}34'$  West 125.0 feet; thence North  $20^{\circ}06'$  West 20.3 feet; thence North  $79^{\circ}34'$  East 125 feet to the true point of beginning.

Klamath County Tax Account No. 3614-34DB-1500; Key 365205,

which said goods and real property are hereafter collectively referred to as Collateral, of which Buyers agree to pay to Sellers a total purchase price of \$40,000.00, payable as follows: \$359.90 at the time of the execution of this agreement, the receipt of which is hereby acknowledged, and the balance of \$39,640.10 with interest at the rate of 9% per annum from November 13, 1987, is payable in installments of not less than ~~\$459.90~~ <sup>PAY \$359.90</sup> per month, inclusive of interest, the first installment to be paid on the 13th day of December, 1987, and a further installment on the 13th day of each month thereafter until the full balance and interest are paid. Provided however if the buyers should sell

Conditional Sales Security Agreement - Page 1.

WILLIAM L. SISEMORE  
Attorney at Law  
540 Main Street  
KLAMATH FALLS, ORE.  
97601

503/882-7229  
O.S.B. #701336

1 or transfer the collateral or assign their interest in this agreement or lease  
2 the premises to a third party without the express written consent of the sellers,  
3 the full unpaid balance of this agreement shall be immediately due and payable.

4 In addition to the downpayment of \$359.90 paid on the execution of this  
5 agreement, the buyers as part of the downpayment agree to furnish and install  
6 on the premises the following equipment: Dishwasher, french fryers, ice  
7 machine, ice cream machine and carpet, which equipment shall remain on the  
8 premises until the balance of this contract is paid in full and shall be a  
9 part of the collateral securing full performance of this agreement by the  
10 buyers.

11 1. RESERVATION OF TITLE AND SECURITY INTEREST - FUTURE INDEBTEDNESS.

12 It is understood and agreed that this is a security agreement, and the  
13 Sellers reserve title to and Buyers grant Sellers a security interest in all  
14 of the above described Collateral and in all the equipment, fixtures, furn-  
15 ishings and inventory, which may hereafter be acquired by the Buyers to be  
16 used in said business. Said security interest is given to secure the payment  
17 and performance of all of the Buyers' obligations set forth in this agreement  
18 and to secure all future credit and advances made by Sellers to or for the  
19 account of the Buyers and all future obligations and indebtedness of Buyers  
20 to Sellers including, but not by way of limitation, advances for loans, taxes,  
21 levies, insurance and rent, and all reasonable costs and expenses incurred in  
22 the collection of any such indebtedness, including Sellers' reasonable attorneys  
23 fees and legal expenses, including attorney's fees in any appeal or proceeding  
24 in any appellate court.

25 2. WARRANTIES.

26 Sellers warrant that said equipment, fixtures and furnishings are free  
27 and clear of all liens and encumbrances and personal property taxes for the  
28 current year which are a lien against the property. Sellers warrant that they  
29 have good right to sell said land, equipment, fixtures and furnishings. Sellers  
30 will on the execution hereof make and execute in favor of Buyers good and  
31 sufficient warranty deed conveying a fee simple title to said real property  
32 free and clear as of this date of all encumbrances whatsoever, except reser-

1 vations, restrictions, easements and rights of way of record or apparent on the  
2 land, if any, and will place said deed, together with one of these agreements,  
3 bill of sale conveying said personal property, termination of financing state-  
4 ment covering the personal property and a purchasers' policy of title insurance  
5 in sum of \$40,000.00 covering said real property, in escrow at Klamath County  
6 Title Company, Klamath Falls, Oregon. Buyers and Sellers shall enter into  
7 written escrow instructions in form satisfactory to said escrow holder, in-  
8 structing said holder that when, and if, Buyers shall have paid the balance of  
9 the purchase price in accordance with the terms and conditions of this contract,  
10 said escrow holder shall deliver said instruments to Buyers, but that in case  
11 of default by Buyers, said escrow holder shall, on demand, surrender said in-  
12 struments to Sellers.

13 The Buyers and Buyers' legal representatives, heirs and assigns, agree  
14 and warrant as follows:

15 (a) That Buyers will promptly pay said purchase price and interest and  
16 any and all other indebtedness which may become due to the Sellers, at Klamath  
17 County Title Company, Klamath Falls, Oregon, or at such other place as Sellers  
18 may designate.

19 (b) That the Buyers' mailing address, county of residence and this place  
20 of business above set forth are true and correct, and that Buyers shall immedi-  
21 ately notify Sellers in writing of any change in said address, county of res-  
22 idence or sole place of business.

23 (c) That said Collateral will be retained in Buyers' possession in Klamath  
24 County, Oregon, at all times and at Buyers' sole risk and responsibility.

25 (d) That Buyers will carry sufficient fire insurance to keep the property  
26 insured at its full insurable value. Buyers shall further carry public liability  
27 insurance in a sum not less than \$100,000/\$300,000.

28 (e) That Sellers shall have the right to enter into and upon any premises  
29 where any of the Collateral may be situated for the purpose of inspecting or  
30 inventorying the same.

31 (f) That Buyers will not abandon said Collateral or any part thereof, nor  
32

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1 sell or exchange any part thereof without the prior written consent of Sellers.  
2 Buyers will not permit any lien or security interest therein, or a financing  
3 statement to be filed on any of said Collateral, without the prior written con-  
4 sent of Sellers.

5 (g) That Buyers will preserve and protect the Collateral against loss,  
6 damage or depreciation in value.

7 (h) That Buyers will promptly pay all taxes on or relation to the use of  
8 Collateral when they first become due and payable.

9 (i) That in the event the Buyers should fail to do so, Sellers may, in  
10 their discretion, pay any taxes, liens, security interest or other encumbrances  
11 at any time levied or place on said Collateral or any part thereof, and may  
12 place and pay for insurance thereon, and may pay for the maintenance, protection  
13 or preservation of the Collateral, and may pay the rent on the premises in which  
14 any part of the Collateral is located, and may pay any necessary filing or re-  
15 cording fees. All such payments and advances shall be secured by said Collateral  
16 and shall draw interest at the same rate as the unpaid balance of the purchase  
17 price, and the Buyers shall reimburse the Sellers for such payments and advances  
18 and interest on demand.

19 (j) That the Buyers will join the Sellers in executing, filing and doing  
20 whatever may be necessary under applicable law to perfect and continue the  
21 Sellers' security interest in the Collateral, all at Buyers' expense.

22 (k) That the Buyers further warrant there have been no representations of  
23 past income of this property or of income which may be expected.  
24 (l) That buyers acknowledge that the equipment purchased has not been  
25 used recently and Sellers have not made any representations as to the condition  
26 of the equipment and do not make any warranties about the equipment.

### 27 3. GENERAL PROVISIONS.

28 (a) All of the terms herein, the rights, duties and remedies of the parties,  
29 shall be governed by the laws of the State of Oregon.

30 (b) All the benefit of this agreement shall inure to the Sellers, their  
31 legal representatives, and assigns.

32 (c) Each demand, notice or other communication shall be served or given by  
mail or telegraph addressed to the party at their mailing address set forth  
Conditional Sales Security Agreement - Page 4.



1 herein, or as changed by written notice to the other party, or by personal  
2 service upon the party. Reasonable notice, when notice is required, shall be  
3 five days.

4 4. POSSESSION AND DEFAULT.

5 The Buyers shall be entitled to possession of the Collateral unless a  
6 default occurs. The Buyers shall be in default under this agreement upon the  
7 occurrence of any of the following:

8 (a) Failure to pay when due any of the principal or interest on this agree-  
9 ment.

10 (b) Failure by Buyer to keep, observe or perform any of the provisions of  
11 this agreement.

12 (c) Misrepresentation or material falsity of any certificate or statement  
13 made or furnished by Buyers to Sellers, whether or not in connection with this  
14 agreement.

15 (d) If Buyers are adjudged bankrupt, or if any of said property is seized,  
16 attached or levied upon.

17 5. REMEDIES ON DEFAULT.

18 In addition to all rights and remedies of the Secured Parties upon default  
19 set forth in the Oregon Uniform Commercial Code and this agreement, time of pay-  
20 ment and strict performance being declared to be the essence of this agreement,  
21 then Sellers shall have the following rights:

22 (a) To foreclose this contract by strict foreclosure in equity;

23 (b) To declare the full unpaid balance immediately due and payable;

24 (c) To specifically enforce the terms of the agreement by suit in equity;

25 (d) To declare this contract null and void;

26 and in any such case, except exercise of the right to specifically enforce this  
27 agreement by suit in equity, all the right and interest hereby created or then  
28 existing in favor of Buyers derived under this agreement shall utterly cease  
29 and determine, and the premises aforesaid shall revert and revest in Sellers  
30 without any declaration of forfeiture or act of re-entry, and without any other  
31 act by Sellers to be performed, and without any right of Buyers of reclamation  
32 or compensation for money paid or for improvements made, as absolutely, fully  
Conditional Sales Security Agreement - Page 5.

1 and perfectly as if this agreement had never been made.

2 Should Buyers while in default permit the premises to become vacant, Sellers  
3 may take possession of same for the purpose of protecting and preserving the  
4 property and their security interest therein; and in the event possession is so  
5 taken by Sellers, they shall not be deemed to have waived their right to exercise  
6 any of the foregoing rights.

7 And in case suit or action is instituted to foreclose this contract or to  
8 enforce any of the provisions hereof, the prevailing party shall recover the  
9 reasonable cost of title report, title search and such sums as the trial court  
10 may adjudge reasonable as attorney's fees to be allowed the prevailing party  
11 in said suit or action; and if an appeal is taken from any judgment or decree  
12 of such trial court, the prevailing party shall recover such sum as the appellate  
13 court shall adjudge reasonable as the prevailing party's attorney's fees on  
14 such appeal.

15 Buyers further agree that failure by Sellers at any time to require per-  
16 formance by Buyers or any provision hereof shall in no way affect Sellers' right  
17 hereunder to enforce the same, nor shall any waiver by Sellers of such breach  
18 of any provision hereof be held to be a waiver of any succeeding breach of any  
19 such provision, or as a waiver of the provision itself.

20 This agreement shall bind and inure to the benefit of, as the circumstances  
21 may require, the parties hereto and their respective heirs, executors, admin-  
22 istrators and assigns.

23 This contract was prepared by William L. Sisemore at the request of Sellers.  
24 The Buyers acknowledge that they have been advised that they have the right to  
25 and should consult with their own attorney before signing this contract.

26 EXECUTED IN TRIPLICATE, one copy of which was delivered to and retained by  
27 the Buyers this 13th day of November, 1987.

28 Dillard A. Chronister  
29 Dillard A. Chronister

David H. Smith  
David H. Smith

30 Lorraine E. Chronister  
31 Lorraine E. Chronister

Vickie S. Smith  
Vickie S. Smith

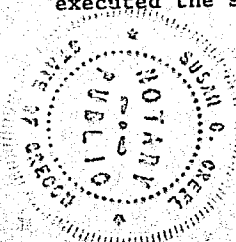
32 Sellers

Buyers

See Attached Exhibit "A" for Acknowledgement.

STATE OF OREGON       )  
                                  ) ss.  
County of Klamath    )

Be it remembered, that on this 13<sup>TH</sup> day of November, 1987,  
before me, the undersigned, a Notary Public in and for said County  
and State, personally appeared the within named Dillard A. Chronister  
and Lorraine E. Chronister and David H. Smith and Vickie S. Smith,  
known to me to be the identical individuals described in and who  
executed the within instrument and acknowledged to me that they  
executed the same freely and voluntarily.



Before me:

Susan C. Creel  
Notary Public for Oregon

My Commission expires: 6-21-88

*After recording return to:  
KCTC - collection  
Send tax statements to:  
Mr. + Mrs. David Smith  
828 N. 4th  
Lakeview, Oregon 97630*

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Klamath County Title Company the 16th day  
of November A.D., 19 87 at 9:51 o'clock A M., and duly recorded in Vol. M87,  
of Deeds on Page 20693.  
By Evelyn Biehn, County Clerk  
Sam Smith

FEE \$35.00

87-15931

81597

28363

ID TAG NO.

STATE OF OREGON  
OREGON STATE HEALTH DIVISION  
DEPARTMENT OF HUMAN SERVICES  
Vital Records UnitVol. 18 Page 77  
BOOK 1003 PAGE 77CERTIFICATE OF DEATH  
ORS - 148

State File Number

TYPE  
OR PRINT  
IN  
PERMANENT  
BLACK  
INK  
FOR  
INSTRUCTIONS  
SEE  
HANDBOOK

## DECEDENT

IF DEATH  
OCCURRED IN  
INSTITUTION,  
SEE HANDBOOK  
REGARDING  
COMPLETION OF  
RESIDENCE ITEMS

## DISPOSITION

## CERTIFIER

MEDICAL  
EXAMINERCONDITIONS  
IF ANY,  
WHICH GAVE  
RISE TO  
IMMEDIATE  
CAUSE  
STARTING THE  
UNDERLYING  
CAUSE LASTCAUSE OF  
DEATH

DECEASED - NAME Francis ANDERSON		MIDDLE Last		DATE OF DEATH (month, day, year) October 19, 1987	
RACE White		SEX Male		DATE OF BIRTH (month, day, year) January 31, 1918	
CITY, TOWN OR LOCATION OF DEATH Elkton		HOSPITAL OR OTHER INSTITUTION - NAME (If not in column 7b, specify)		IF HOSP. OR INST. Indicate DOA, OP, Emer. Rm., Inpatient (specify)	
STATE OF BIRTH (If not in U.S.A., name country) Washington		CITIZEN OF WHAT COUNTRY USA		MARRIED, NEVER MARRIED, WIDOWED, DIVORCED (specify) Married	
SOCIAL SECURITY NUMBER 537-05-8702		USUAL OCCUPATION (Give kind of work done during most of working life, even if retired) Timber Faller		SPOUSE (IF MARRIED, WIDOWED) Elvina	
RESIDENCE - STATE Oregon		COUNTY Douglas		CITY, TOWN OR LOCATION Elkton	
FATHER - NAME Harvey F. Anderson		MOTHER - first middle last Orpha Ringhouse		KIND OF BUSINESS OR INDUSTRY Lumber	
BUT AND NUMBER OR R.F.D. 207 Steelhead Drive		Zip 97436		Inside City Limits (specify yes or no) No	
CEMETERY OR CREMATORY - NAME Greenwood Memorial Cemetery		LOCATION Bend, Oregon		Relationship to deceased Widow	
FURNERAL SERVICE LICENSEE or person acting as such (Signature) D.M. Walolen		NAME AND ADDRESS OF FACILITY Niswonger-Reynolds Inc. 105 N.W. Irving Bend, Or		97701	
CERTIFICATION - MEDICAL EXAMINER I CERTIFY THAT I MADE INQUIRY INTO THE DEATH OF THE DECEASED PERSON DESCRIBED ABOVE AND IN MY OPINION DEATH RESULTED ON OR ABOUT:		FROM: NATURAL CAUSES <input checked="" type="checkbox"/> ACCIDENT <input type="checkbox"/> SUICIDE <input type="checkbox"/> HOMICIDE <input type="checkbox"/> UNDETERMINED <input type="checkbox"/> PENDING <input type="checkbox"/>			
21a 0523		21b Oct. 19, 1987		21c Steven R. Fletcher MD	
21d Douglas		21e 10-21-87			
21f Registrar		22b Signature			
22a November 2, 1987		22b Signature			
23 IMMEDIATE CAUSE OF DEATH (ENTER ONLY ONE CAUSE PER LINE FOR (a), (b) AND (c))		Interval between onset and death			
(a) Arterio-sclerotic heart disease		Interval between onset and death			
(b) DUE TO, OR AS A CONSEQUENCE OF		Interval between onset and death			
(c) OTHER SIGNIFICANT CONDITIONS - Conditions contributing to death but not related to cause given in Part I (a)		AUTOPSY (Specify Yes or No)		24 NO	
Hypertension, COPD, cigarette smoking					
DATE OF INJURY (Month, Day, Year)		HOUR		HOW INJURY OCCURRED (Enter nature of injury in Part I or Part II, Item 23)	
25a NO		25b		25c	
INJ. AT WORK (Specify Yes or No)		PLACE OF INJURY - At home, farm, street, factory, office building, etc. (Specify)		LOCATION (Street or R.F.D. No., City or Town, County, State)	
25d NO		25e		25f	
DID HOSPITAL REPRESENTATIVE MAKE REQUEST FOR ANATOMICAL GIFT CONSENT?		YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>		WAS GIFT MADE? YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input checked="" type="checkbox"/>	
RESERVED FOR REGISTRAR'S USE					

ORIGINAL-VITAL STATISTICS COPY

Date of Issue November 4, 1987

STATE OF OREGON ) SS.  
COUNTY OF DOUGLAS )

This certifies that the foregoing is a correct and complete transcript of a record on file with the Douglas County Health Department.

PETER C. MULDER  
Registrar of Vital Records for  
Douglas County, Oregon  
By Donna Clarke  
Deputy Registrar

STATE OF OREGON: COUNTY OF KLAMATH: SS. the 16th day

Filed for record at request of \_\_\_\_\_ the \_\_\_\_\_ day  
of November 87 at 10:22 o'clock A.M., and duly recorded in Vol. M87  
of \_\_\_\_\_ of Deeds on Page 20700  
Evelyn Biehn, County Clerk  
By Pam Smith

FEE \$5.00

Ret: Niswonger-Reynolds, Inc. Box 229, Bend, Oregon 97709

45-107 Rev. 5-86