

CONTRACT OF SALE

This Agreement is made as of the 30th day of October, 1988, by and between, CHARLES GOLDSBERRY and BETTY ALICE GOLDSBERRY, Sellers, and SHIRLEY DOYLE, Purchaser;

WITNESSETH:

Sellers agree to sell to Purchaser and Purchaser agrees to buy from Sellers for the price and on the terms and conditions set forth below the following described property, to-wit:

The NW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Township 39 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, together with the following described easements:

a. Easement for domestic water from that certain well located in the SW $\frac{1}{4}$ NW $\frac{1}{4}$, Section 21, Twp. 39 S., Range 12, E., W.M. for use on the real property described above, as more particularly described in the instrument recorded in Vol. M79 at page 15638 of the records of the Clerk of Klamath County, Oregon; and

b. Easement for ingress and egress and other uses over a strip of land 20 feet wide running along the southerly boundary of the SE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 20, Twp. 39 S., Range 12 E., W.M. as more particularly described in the instrument recorded in Vol. M78 at page 20473 of the record of the Clerk of Klamath County, Oregon;

Subject to the real property taxes and assessment which are a lien against the above described land.

1. PURCHASER PRICE; PAYMENT

A. Total Purchase Price: Purchaser promises to pay Sellers as the total purchase price for the Property the sum of \$6,000.00.

B. Payment of Total Purchase Price: The total purchase price shall be paid as follows:

(1) \$1,000.00 shall be paid by Purchaser to Sellers at the time of execution of this Agreement, receipt of which is hereby acknowledged by Sellers.

(2) Purchaser shall pay the balance of the purchase price in the sum of \$5,000.00, on or before October 30, 1990. Said balance may be paid in one or more installments as Purchaser may desire. Purchaser shall pay all real property taxes and assessments levied against the subject property for all tax years prior to and including the tax year 1989-90. Upon delivery of receipt(s) for and assessments to the Escrow Agent, and hereinafter, the remaining unpaid balance shall be reduced by an amount equal to the amount of said taxes and assessments paid by Purchaser.

C. Payments: The payment of the principal balance shall be made by Purchaser to the order of Sellers at Aspen Title & Escrow, Inc., 600 Main Street, Klamath Falls, Oregon 97601. Said Title Company is herein called The Escrow Agent. The parties shall execute escrow instructions acceptable to said escrow agent directing said escrow agent to pay all sums collected by it to sellers as directed by Sellers. Purchaser shall pay all service charges of escrow agent in addition to the principal balance provided above.

2. TAXES AND LIENS

A. Obligation to Pay: All ad valoren real and personal property taxes and all governmental or other assessments levied against the Property, including taxes heretofore levied against the property shall be paid by Purchaser at such times as determined by Purchaser.

B. Tax Statements: Purchaser shall provide Escrow Agent with written evidence reasonably satisfactory to Escrow Agent that all taxes and assessments have been paid. Purchaser shall then be credited for such payments and the principal balance due pursuant to the terms of this Agreement shall be reduced by the amount of such taxes paid by Purchaser.

3. POSSESSION

Purchaser shall be entitled to possession of the subject property on November 1, 1988.

4. COMPLIANCE WITH LAWS

Purchaser shall promptly comply with all laws, ordinances, regulations, directions, rules, and other requirements of all governmental authorities applicable to the use or occupancy of the Property and in this connection promptly make and perform any necessary maintenance repairs, alterations and additions.

5. INDEMNIFICATION

Purchaser shall forever defend, indemnify and hold Sellers harmless from any claim, loss or liability arising out of or in any way connected with Purchaser's possession or use of the Property, Purchaser's conduct with respect to the Property or any condition of the Property. In the event of any litigation or proceeding brought against Sellers and arising out of or in any way connected with any of the above events or claims, against which Purchaser agrees to defend Sellers, Purchaser shall upon notice from Sellers, vigorously resist and defend such actions or proceedings.

6. COVENANTS OF SELLER

Sellers warrant that Sellers are the owners of good and marketable title to the Property free of all liens and encumbrances except reservations, restrictions, easements and rights of way of record and those apparent on the land and real property taxes and assessments for the tax year 1988-89 and prior years.

7. DEFAULT

A. Events of Default. Time is of the essence of this Contract. A default shall occur under any of the following circumstances:

(1) Failure of Purchaser to make any payment within 10 days after it is due; or

(2) Failure of Purchaser to perform any other obligation contained in this Contract within 30 days after notice from Sellers specifying the nature of the default or, if the default cannot be cured within 30 days, failure within such time to commence and pursue curative action with reasonable diligence.

B. Remedies on Default. In the event of a default, Sellers may take any one or more of the following steps:

(1) Declare the entire balance of the purchase price and interest immediately due and payable;

(2) Foreclose this Contract by suit in equity;

(3) Specifically enforce the terms of this Contract by suit in equity;

(4) Declare the forfeiture of Purchaser's interest in the manner provided by law.

C. Remedies Nonexclusive. The remedies provided above shall be nonexclusive and are in addition to any other remedies provided by law.

8. WAIVER

Failure of either party at anytime to require performance of any provision of this Contract shall not limit the party's right to enforce the provision, nor shall any waiver of any breach of any provision constitute a waiver of any succeeding breach of that provision or a waiver of that provision itself.

9. SUCCESSOR INTERESTS

This Contract shall be binding upon and inure to the benefit of the parties, their successors, and assigns.

10. NOTICE

Any notice under this contract shall be in writing and shall be effective when actually delivered in person or three days after being deposited in the U.S. mail, registered or certified, postage prepaid and addressed to the party at the address stated in this Contract or such other address as either party may designate by written notice to the other.

11. COSTS AND ATTORNEY FEES

In the event Sellers or Purchaser shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party all expenses which it may reasonably incur in taking such action, including but not limited to costs incurred in searching records, the cost of title reports, surveyors reports and foreclosure reports and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with nonjudicial action.

12. ATTORNEY

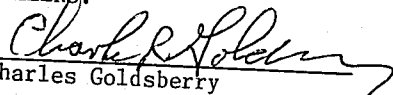
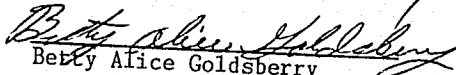
This Contract and the other document necessary to consummate this transaction were prepared by William M. Ganong as the Attorney for Purchaser. Sellers acknowledge that said Attorney has not advised them, does not represent them and that they had the opportunity to obtain their own independent legal counsel.

13. LAND USE ORDINANCE

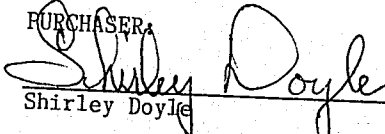
This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the person acquiring fee title to the property should check with the appropriate city or county planning department to verify approved uses.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

SELLERS:


Charles Goldsberry

Betty Alice Goldsberry

PURCHASER:


Shirley Doyle

ADDRESS:

Holiday Inn, Rm. 205
1210 N. 43rd
Grand Forks, ND 58201

ADDRESS:

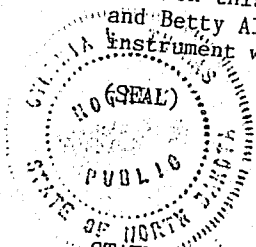
P.O. Box 312
Bonanza, OR 97623

19660

STATE OF DAKOTA

County of Grand Forks) SS

On this 4th day of November and Betty Alice Goldsberry, husband and wife, personally appeared Charles Goldsberry instrument was their voluntary act and deed.



Before Me:

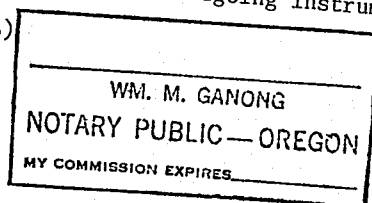
Cynthia L. Thomas
Notary Public for Oregon North Dakota
My commission expires 11-23-90

Notary Public, Grand Forks County, North Dakota
My Commission Expires November 23, 1990

STATE OF OREGON)
County of Klamath) SS

On this 18th day of November 1988, personally appeared Shirley Doyle who acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)



Before Me:

William M. Ganong
Notary Public for Oregon
My commission expires: 11-2-90

After recording return to: William M. Ganong
1151 Pine Street
Klamath Falls, OR 97601

Send tax statements to: Shirley Doyle
P.O. Box 312
Bonanza, OR 97623

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of William M. Ganong
of Nov. A.D., 1988 at 4:35 o'clock P.M., and duly recorded in Vol. M88,
of Deeds on Page 19657.

FEE \$23.00

Evelyn Biehn, County Clerk
By Doreen Mulvender