

Aspen #01033181
LAND SALE CONTRACT

THIS AGREEMENT, Made this 16th day of March, 1989, by and between CARRIE B. WEISER, 203 High Street, Klamath Falls, Oregon, CATHERINE WEISER, 3920 Grenada Way, Klamath Falls, Oregon, hereinafter called the Sellers, and FRANK H. WALLACE and PEGGY L. WALLACE, husband and wife, P.O. Box 3, Dairy, Oregon 97625, hereinafter called buyers.

WITNESSETH:

Sellers hereby agree to sell to Buyers, and the latter hereby agree to buy from the former, with right of Survivorship, the following described real property situated in Klamath County, Oregon

The E $\frac{1}{2}$ of the SW $\frac{1}{4}$ of Section 32, Township 40 South, Range 10 East of the Willamette Meridian, the E $\frac{1}{2}$ of the NW $\frac{1}{4}$, the E $\frac{1}{2}$ of the SW $\frac{1}{4}$, and the SE $\frac{1}{4}$ of Section 5; the W $\frac{1}{2}$ of the NE $\frac{1}{4}$, and the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 8, all in Township 41 South, Range 10 East of the Willamette Meridian, According to the official plot thereof on file in the office of the County, Oregon.

ALL SUBJECT TO: (1) Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith;

(2) Reservations contained in Deed from August L. Andrieu, also known as Auguste L. Andrieu, Auguste Leon Andrieu, and A.L. Andrieu and Mary C. Andrieu, also known as Marie C. Andrieu, his wife, to Leon R. Andrieu and Minnie R. Andrieu, husband and wife, dated January 15, 1949, recorded July 23, 1954, on page 221 of Volume 268 of Deeds, records of Klamath County, Oregon, as follows: "Subject to all exceptions and reservations, including right of way and joint use of canals, ditches, dikes and roadways in accordance with contract of record, dated January 15, 1949, wherein Grantors are Vendors and Grantees are Purchasers, "reference to which is hereby made;

(3) Easements and rights of way of record or apparent on the land.

(4) Contract of Sale between Leland L. Cheyne and Bonita H. Cheyne, husband and wife, as Vendors and Carrie B. Weiser and Catherine Weiser, acting by and through her Conservator Carrie B. Weiser, as Vendees, dated August 21, 1975, recorded September 17, 1975, in volume m-75, page 11212 of Deeds, records of Klamath County, Oregon.

(5) Judgment against Carrie B. Weiser and in favor of DR. Wally F. Dean, Entered June 26, 1986, in the amount of \$939.30.

In addition to the above said real property, the following personal property in its present condition, As is, is also included as part of the said property purchased for the purchase price, well pumps, $\frac{1}{4}$ mile of mainline more or less, 1 mile handline more or less, and accessories, (valves, and gaskets) Sellers to deliver Bill of Sale to Buyers for said personal property at time of closing.

The total agreed purchase price for said real property is the sum of \$225,000.00 of which \$100.00 has been Paid to Apodaca-Pierce + Assoc.; Inc.

Klamath Falls, Oregon, as earnest money. Buyers agree to pay the additional sum of \$24,900.00 down upon execution and delivery of this contract. Buyers agree to pay the remaining balance of \$200,000.00, plus interest on deferred principal thereof at the rate of 10% per annum from 17th day of March 1989, until paid, in forty semi-annual installments of not less than \$11,655.63 each, including said interest, with the first such payment to become due on 17th day of September 1989, and with subsequent payments due on the 17th day of each six months thereafter until the entire purchase price and interest has been paid. Each payment shall be first applied to interest owed to date of payment and the balance to principal. Additional payments may be made at any time without penalty, prepayments shall not excuse Buyers from making the regular payments due under this contract until the remaining balance has been paid in full. All payments shall be made to U.S. National Bank 740 Main Street, Klamath Falls, Oregon, the escrow holder herein.

SELLERS FURTHER AGREE TO DO THE FOLLOWING:

1. Give Buyers possession of said real property upon execution and delivery of this contract and upon payment of the balance of said down payment.
2. Furnish Buyers with and pay the premium for a purchasers policy of title insurance in the amount of \$225,000.00, subject only to the standard exceptions of Title Insurance Company of Oregon and those mentioned herein.
3. Execute a good and sufficient deed in warranty form, conveying said real property to Buyers in fee simple, with rights of survivorship, and to deposit said deed in escrow with U. S. National Bank, Klamath Falls, Oregon, with instructions to deliver the same to Buyers, or either of them, upon payment in full of said purchase price and interest as herein provided.
4. Pay one - half the cost of setting up such escrow and periodic collection fees.
5. Pay that portion of the 1986-1987 taxes, 1987-1988 taxes, 1988-1989 taxes and interest assessed against said real property accruing prior to March 15, 1989.
6. Pay one - half the escrow charges in connection with this sale.

BUYERS FURTHER AGREE TO DO THE FOLLOWING:

1. Make all payments to U.S. National Bank, Klamath Falls, Oregon, herein called for, promptly, not later than thirty days after due dates thereof, time being in all respects of the essence of this agreement, Buyers to pay one - half the cost of setting up such escrow and periodic collection fees.
2. Promptly pay all taxes and assessments Accruing against said real property subsequent to March 15, 1989, and promptly pay all indebtedness incurred by their acts which may become a lien against said real property.
3. Pay one - half the escrow charges in connection with this sale.

The Buyers hereto understand that the above described real property was disqualified for farm use in tax year 1987-1988 and is now subject to potential tax liability, buyers hereby agree to requalify said property within three (3) years of closing to remove said liability from said property.

Should Buyers fail to keep the said property clear of due taxes, liens assessments or other charges imposed against the same, it is agreed that Sellers may, at their option, without notice and without waiver of such default, pay such taxes, liens or assessments, or any part thereof; and any payments so made by Sellers Shall become immediately due and payable from Buyers to Sellers, and the latter then shall be entitled to interest on any amount or amounts so paid at the rate of 10% per annum from date of payment until reimbursed.

Buyers shall forever defend, indemnify and hold Sellers harmless from any claim, loss or liability arising out of or in any way connected with Buyers possession or use of the Property, Buyers conduct with respect to the property or any condition of the property.

It is understood and agreed by and between the parties hereto that neither this contract, nor any interest in such contract, or in the above described property, shall be assigned, conveyed or transferred in any manner whatsoever, directly or indirectly, by the Buyers without the written consent of the Sellers, nor may possession or control of the premises or any part thereof or interest therein be transferred by the Buyers without the written consent of the Sellers.

Should Buyers fail to perform any of the terms of this contract, time of payment and performance being of the essence, Sellers shall, at their option, subject to the requirements of notice as herein provided, have the following rights: (a) to foreclose this contract by strict foreclosure in equity; (b) to declare the full unpaid balance of the purchase price immediately due and payable; (c) to specifically enforce the terms of this contract by suit in equity; or (d) to declare this agreement null and void as of the date of the breach of contract and to retain as liquidated damages the amount of any payments theretofore made under this contract.

If sellers elect to declare this agreement null and void, all of the right, title, and interest of Buyers shall revert to and revest in Sellers without any act of reentry or without any other act by Sellers to be performed; and Buyers agree, in such event, to peaceably surrender the premises to Sellers; and in default of such delivery; Buyers may, at the option of Sellers, be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such. Buyers shall not be deemed in default for failure to perform any covenant or condition of this contract, including failure to make payments as herein provided, until notice of said default by Sellers to Buyers, and Buyers shall have failed

to remedy said default within thirty days after the giving of such notice. Notice for this purpose shall be deemed to have been given upon the deposit in the mails of a certified letter containing said notice and addressed to Buyers at P.O. Box 3, Dairy, Oregon.

Buyers accepts the land and all aspects of the property in its present condition, and any personal property sold under this contract, AS IS, including latent defects, without any representations or warranties, expressed or implied. Buyers agrees that Buyers has ascertained, from sources other than Sellers or by any agent of the Sellers, the applicable zoning, building, housing, and other regulatory ordinances and laws and that Buyers accepts the property with full awareness of these ordinances and laws as they may affect the present use or any intended use of the property; and Sellers have made no representations with respect to such laws or ordinances.

This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations.

Waiver by Sellers of any breach of any of the terms of this agreement shall not be considered a waiver of subsequent breaches, if any.

In the event Sellers or Buyers file suit or action to enforce any of the provisions hereunder, the prevailing party shall be entitled to recover their reasonable Attorney's Fees in such suit or action as determined by the court.

This agreement shall bind and insure to the benefit of the parties here to and their executors, administrators, heirs, successors and assigns.

IN WITNESS WHEREOF, said parties hereunto set their hands.

Carrie B. Weiser
Carrie B. Weiser

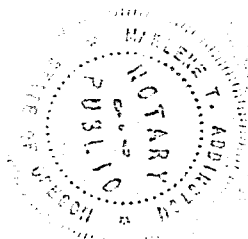
Frank H. Wallace
Frank H. Wallace

Catherine Weiser
Catherine Weiser

Peggy L. Wallace
Peggy L. Wallace

STATE OF OREGON }
COUNTY of KLAMATH) ss.

On this 16th day of March, 1989, before me a Notary Public for Oregon, personally appeared the above named Carrie B. Weiser and Catherine Weiser, and acknowledged the foregoing instrument to their voluntary act and deed.



Marlene T. Addington
Notary Public for Oregon
My Commission expires: 3-22-89

STATE OF OREGON }
County of Klamath) ss.

On this 16th day of March, 1989, before me a Notary Public for Oregon, personally appeared the above named Frank H. Wallace and Peggy L. Wallace, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Marlene T. Addington
Notary Public for Oregon
My Commission expires: 3-22-89

After Recording,
return to:
Aspen Title
Attn: Marlene

Taxes To:
Mr. & Mrs. Frank H. Wallace
P.O. Box 3
Dairy, OR 97625

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Aspen Title Co.
on this 20th day of March A.D., 19 89
at 11:04 o'clock A.M. and duly recorded
in Vol. M89 of March Page 4633
Evelyn Biehn County Clerk
By Pauline Nielsen Deputy.

Fee, \$28.00