

Rev. 7/86

## LAND CONTRACT

MTC-21567 D

THIS AGREEMENT, made this 5th day of July, 19 89, between /aka  
 INSILCO CORPORATION, a Connecticut Corporation, Seller, & A. Warren Hudspeth W.  
G. S. Gail Hudspeth, husband and wife, Buyers of Klamath County, HC #30, Box Hudspeth  
 128-I, City of Chiloquin, State of Oregon 97624.

FOR THE SUM OF FIFTY-ONE THOUSAND AND NO/100 (\$51,000.00) DOLLARS Buyer  
 agrees to purchase the property at Agency Lake, P. O. Box 227, situated in the  
 County of Klamath, State of Oregon 97624 and legally described as follows:

The N 1/2 of Government Lot 23, Section 6, Township 35 South, Range 7 East  
 of the Willamette Meridian, LESS the West 30 feet use for County Road  
 purposes as disclosed in Deed recorded November 13, 1951, in Volume 251  
 page 52 and in Deed recorded February 6, 1957, in Volume 289 page 479, Deed  
 Records of Klamath County, Oregon.

Subject to reservations, restrictions, roads, easements and  
 encumbrances of record if any.

AND BUYER AGREES to pay the purchase price of FIFTY-ONE THOUSAND AND NO/100  
 (\$51,000.00) in the following manner:

\$ 5,100.00 cash in hand, the receipt of which is hereby acknowledged;  
 \$ 45,900.00 the remaining balance consisting of balance of purchase price  
 together with interest from date hereof at 10.0 percent per annum, payable as  
 follows: The sum of \$417.10 per month, or more, commencing on the 15th day  
 of August, 19 89, and a like sum or more on the 15th day of  
 each and every month thereafter until the 15th day of January,  
 19 91 at which time the entire remaining balance shall become due and  
 payable in full. It is understood that from each monthly payment the interest  
 shall first be deducted and the balance, if any, applied to the principal.  
 Buyer may pay entire balance at anytime without penalty, unless stated  
 otherwise herein. Interest shall begin to accrue on July 5th, 1989.

CONVEYANCE: Subject to performance by the Buyer, the Seller agrees to  
 execute convey and deliver by means of a Warranty Deed to said premises,  
 subject to easements, restrictions, reservations and encumbrances of record.

TITLE EVIDENCE: ~~title insurance to be issued at close of escrow with~~  
~~the cost of policy to be shared equally by buyer and seller.~~ If Buyer desires  
 an owner's policy of title insurance in Buyer's name, Buyer agrees to pay the  
 cost of said policy.

TAXES AND SPECIAL ASSESSMENTS: Pro-rated at closing.

BUILDING ("AS IS"): Buyer has examined said real estate and inspected the  
 improvements to the extent Buyer deems necessary and, relying upon Buyer's own  
 knowledge and judgment thereof, is purchasing said real estate and improvements  
 "as is" and accepts it in its present condition.

POSSESSION: If Seller has not accepted and executed this agreement and  
 Buyer has enjoyed possession of the premises, the Buyer agrees to pay to the  
 Seller the equivalent of the monthly payments herein as and for rent for  
 Buyer's period of possession. Any payments made are to be retained by Seller  
 and applied on the rent due, and the Seller may recover possession giving Buyer  
 notice to vacate. Buyer agrees not to remove any building materials or  
 supplies of Seller, nor to remove any fixtures or appurtenances installed in  
 the building when vacating the premises.

INSURANCE: The Buyer agrees to insure at Buyer's expense the premises in  
 amounts sufficient to protect the interests of Seller, Buyer, and all  
 Mortgagees. Buyer understands that Seller does not insure Buyer's interest in  
 or improvements to the premises.

IMPROVEMENTS: Buyer agrees to hold the Seller harmless from any and all  
 costs and expenses of repair and improvement of said premises incurred by Buyer  
 at Buyer's direction or request. Any mechanic's liens filed against said real  
 estate which are not discharged within sixty days after being filed shall be  
 deemed to be a default under this agreement.

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DEFAULT: Upon failure of Buyer to pay taxes when due, to pay insurance premiums on the property, to maintain the property, to pay installments as agreed, to pay the entire balance on the due date, or to perform the other conditions of this contract, Seller, by written notice, may declare this contract forfeited, cancelled and terminated, and the property together with the buildings and improvements and all payments made on this contract shall be forfeited to the Seller as rental for the use of the premises as liquidated damages for failure to perform this contract, and the Seller may institute legal proceedings for recovery of possession or foreclosure, may accelerate the unpaid balance on said contract and declare all remaining unpaid monies immediately due and payable notwithstanding that the period heretofore limited for the payment of said balance may not then have expired. Buyer shall pay reasonable attorney fees and court costs for such legal proceedings. Neither extensions of time nor waiver by Seller of its right to forfeit extends this agreement unless such extension is in writing. Upon default, Buyer shall quietly surrender possession of premises in good condition with all improvements to Seller.

It is further agreed between the parties:

(a) That Buyer shall not, without the written permission of Seller, assign, transfer, mortgage or encumber Buyer's interest in and to the aforescribed real estate.

(b) Buyer shall indemnify and hold Seller harmless from any and all mechanic's liens or other liens that may be placed against said real estate.

(c) Buyer shall maintain the buildings and property in good condition.

The home office of the Seller at 4700 Nathan Lane, P. O. Box 9495, Minneapolis, Minnesota 55440.

The invalidity of any provision of this agreement shall not affect or impair the validity of any of the other provisions herein.

The terms of this agreement shall be binding upon the heirs, successors and assigns of the parties hereto. This document shall be governed by the laws of the State of Oregon. Singular may be plural and male gender may refer to female gender and vice versa.

It is understood and agreed that this sale is made subject to written approval of the Seller, and that the undersigned agent is in no manner liable or responsible on account of this agreement, except to return or account for any down payment made.

By [Signature]  
AGENT

IN WITNESS WHEREOF, the undersigned parties have duly executed this LAND CONTRACT.

Witnesses:

[Signature]  
Dawn Meier

[Signature]  
Colleen Dorrian

Seller: INSILCO CORPORATION  
P. O. Box 9495  
Minneapolis, MN 55440

By: [Signature]  
Casimir J. Burzynski, President  
Star Services Division

By: [Signature]  
Eileen Chrysler, Assistant Secretary  
Star Services Division

Buyer: [Signature] (SEAL)  
A. Warren Hudspeth

Buyer: [Signature] (SEAL)  
S. Gail Hudspeth

STATE OF OREGON

12711

COUNTY OF Klamath } ss.

On this 9 day of June, 1989, before me, a notary public within and for said County, personally appeared Al Warren Hudspeth and S. Gail Hudspeth, husband and wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

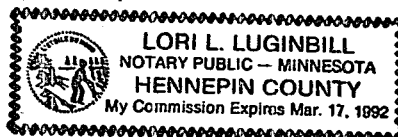
Notary Public GLORIA A. SAY  
My Commission Expires 6-29-92

STATE OF MINNESOTA )  
COUNTY OF HENNEPIN ) ss.

On this 28th day of June, 1989, before me, a notary public within and for Hennepin County personally appeared Casimir J. Burzynski and Eileen Chrysler to me personally known, who, being each by me duly sworn did say that they are respectively the President and the Assistant Secretary of INSILCO CORPORATION, Star Services Division, the corporation named in the foregoing instrument, and that the seal affixed to said 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 said Casimir J. Burzynski and Eileen Chrysler acknowledged said instrument to be the free act and deed of said corporation.

Notary Public  
My Commission Expires:

DRAFTED BY:  
Edward G. Olson  
Attorney at Law  
4700 Nathan Lane, P. O. Box 59141  
Minneapolis, Minnesota 55459-0140



STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Mountain Title Co.

on this 12th day of July A.D., 1989  
at 9:59 o'clock A.M. and duly recorded  
in Vol. M89 of Deeds Page 12709

Evelyn Biehn County Clerk

By Pauline Muelendorse

Fee, \$18.00

Deputy.

After recording, return to  
MTC  
222 South Sixth St.  
Klamath Falls, OR 97601