

THIS AGREEMENT, made and entered into this 1st day of July, 1971, by and between Mabel C. Morgan of Klamath County, Oregon, hereinafter known as "SELLER", and Gene W. Weitman and Ruth V. Weitman, husband and wife, of Jackson County, Oregon, hereinafter known as "PURCHASERS", WITNESSETH:

THAT WHEREAS, seller is the owner of the following described real property in Klamath County, Oregon, to-wit:

SE 1/4 of Section 22; Government Lots 20, 21, 28 and 29 of Section 23, NW 1/4 of Section 26; and E 1/2 NE 1/4 of Section 27, All in Township 36 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon.

SUBJECT TO:

1. 1971-72 real property taxes now a lien but not yet payable.
2. This property is within the boundaries of Spring Creek Irrigation Unit, established by water users. It is therefore, subject to such uses and obligations as have been established by such users.
3. Right of way, including the terms and provisions thereof, granted to Pacific Power & Light Co., formerly The California Oregon Power Company by an instrument recorded November 13, 1958, in Deed Volume 306 at page 220 and 222. (Affects Section 23)
4. Reservations in Deed from James Russell Frost, et ux, to John A. Morgan, et ux., recorded January 5, 1959, in Deed Volume 308, at page 341, as follows: "Subject to the reservations of all subsurface rights, except water, to Rosetta Mae Crain, an undivided 1/3 interest; and to the Estate of Clara Brown Chocktoot an undivided 2/3 interest; their heirs and assigns, under the terms approved by the Secretary of the Interior, Mr. 25, 1946, pursuant to said Act. Subject to such rights for road purposes as the United States of America may have under the Act of February 5, 1948 (62 Stat. 17). This patent is issued under authority of Sec. one of the Act of June 25, 1910 (36 Stat. 855)" (Affects Section 27)
5. Forest Service Road right of way of the United States of America, including the terms and provisions thereof, which does not appear of record, but is disclosed by instrument, recorded June 11, 1958, in Miscellaneous Volume 12 at page 544 and 547. (Affects E 1/2 SE 1/4 Sec. 22, Twp 36 S., Rge 12 E.W.M.)

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6. Right of way, including the terms and provisions thereof, to The California Oregon Power Company, a California corporation, recorded January 15, 1959 in Deed Volume 308 at page 628, and recorded March 10, 1959, in Deed Volume 310 at page 402.

7. Rights of the public in and to that portion of said premises lying within the limits of public roads and highways.

8. Easement, including the terms and provisions thereof, for roadway over the E 1/2 of Section 22 and the E 1/2 of Section 27, granted by the United States of America to Klamath County, Oregon, recorded August 3, 1966, in Micro-film Record M-66 at page 7844.

9. Rights of redemption under Mortgage Foreclosure Suit No. 69-44E, and such further exceptions as may appear upon the exercise thereof within the time allowed by law.

10. The interest of Clifford J. Emmich, grantee, as disclosed by that certain instrument recorded August 17, 1971 in Deed Volume M-71 at page 8635, Dallas G. Givan Sr. and Patricia Ann Givan, grantors.

WHEREAS, seller desires to sell and the purchasers desire to purchase and pay for the above described real property in accordance with the terms hereof.

NOW, THEREFORE, the parties hereto agree as follows:

1. Seller agrees to sell and convey and purchasers agree to purchase and pay for the above described real property for a purchase price of \$50,000, payable as follows: \$10,000 as a down payment of which the sum of \$1,849.44 shall be paid by purchasers' cancellation of that certain promissory note dated July 9, 1971 in the principal sum of \$1,849.44 from seller to purchasers, and the sum of \$8,150.56, upon the closing as herein-after provided for. The balance of the purchase price in the sum of \$40,000 shall be represented by a promissory note from purchasers to seller in the principal amount of \$40,000 payable at the rate of \$150 per month with no interest as long as payments are made when due with interest on each installment not paid within 30 days of the due date at the rate of 7% per annum until paid, said monthly payments commencing on the 1st day of October, 1971 and payable upon the 1st day of each consecutive

month thereafter until the unpaid balance has been fully paid. Purchasers shall have the right to prepay all or any portion of the purchase price at any time without penalty, provided that in no event shall the purchasers pay more than 30% of the purchase price (including down payment and principal portion of all installments) during the calendar year 1971 without the written consent of the seller. Advance payments shall be applied first upon any interest accrued to the date thereof, next upon any other sums due and payable under the terms hereof, and the balance upon the principal, and all monthly installments due thereafter shall nevertheless be due and payable strictly in accordance with the terms hereof without postponement, reduction or modification on account of such advance payments.

2. The parties agree that this transaction shall be closed through an escrow in a title company authorized to transact title insurance business in Klamath County, Oregon. Seller shall deposit in such closing escrow a warranty deed conveying the above described property to the purchasers free and clear of all liens and encumbrances except those enumerated above.

The purchasers shall deposit in such closing escrow the sum of \$8,150.56, a promissory note in the principal sum of \$40,000 payable in conformity with the provisions hereof, and a mortgage covering the above described property in the form attached hereto as Exhibit A. When the escrow agent is prepared to issue a policy of title insurance insuring the purchasers as owners of the above described property free and clear of all liens and encumbrances except those enumerated above, the usual policy exceptions, and the mortgage provided for by this agreement, said escrow agent may pay to or apply for the account of the seller the \$8,150.56

deposited in said escrow and deliver to the seller the promissory note herein provided for and record said mortgage on behalf of the seller. Title shall transfer on the closing, at which time the seller shall receive the promissory note and the mortgage securing the same. Following the closing, the promissory note referred to in paragraph 1 of this agreement in the principal sum of \$1,849.44 shall be cancelled by the purchasers and delivered directly to the seller. If the escrow agent is not prepared to close this transaction within 15 days after the deposit of the documents and money provided for in this paragraph, purchasers shall have the right to terminate the transaction upon notice to the escrow agent and to the seller, and to withdraw all documents and funds deposited by them in said escrow. In that event, the seller shall pay all costs incurred by the title insurance company. The parties agree to execute and deliver to the title company such escrow instructions and such other instruments as may be reasonably required to consummate the transaction as above provided. In the event of the closing of this transaction, the escrow fee of such title company shall be borne equally by the seller and purchasers.

3. Promptly following the closing of the transaction, the parties shall establish an escrow at the First National Bank of Oregon, Central Point Branch, for the collection of the note and mortgage referred to above. Each of the parties shall pay one-half of the initial fee therefor and the seller shall pay any and all collection and remittance charges, which charges the escrow agent is authorized to deduct from each of such installment payments as the same are received. The escrow agent shall deposit the balance of all such payments to the account of the seller in said bank unless otherwise directed by the seller in writing. Purchasers agree to make all installment payments

upon the note and mortgage to the said escrow agent. Seller shall deposit in said collection escrow a full satisfaction of said mortgage to be delivered to purchasers when the mortgage and note have been fully paid.

4. Seller agrees to forthwith order and upon the closing as herein provided for, the purchasers shall receive a policy of title insurance issued by a title insurance company authorized to do business in Oregon insuring the purchasers in the amount of \$50,000, that the purchasers herein are the owners of the above described real property free and clear of all liens, claims and encumbrances except as herein above set out, the usual printed policy exceptions, and the mortgage to seller provided for herein.

5. Purchasers agree that they will pay all taxes levied or assessed against said property for the fiscal year commencing July 1, 1972, and all subsequent years before the same become delinquent, that they will pay all liens and assessments, including irrigation assessments and charges and other public charges hereafter levied or assessed upon said real property promptly and when the same become due. It is agreed that the real property taxes for the fiscal year commencing July 1, 1971 and any irrigation assessments and charges for the current year shall be prorated as of the date of the closing of this transaction. Amounts due on account of such prorates shall be paid forthwith to the one entitled thereto as soon as tax bills are available for that purpose.

6. If the purchasers elect to maintain the insurance policies currently in force covering the improvements on the above described property, the premium thereon shall be prorated as of the date of the closing of this transaction, and the purchasers

agree to pay their pro rata share thereof to the seller forthwith.

7. Purchasers shall be entitled to the possession of the above described premises from the date of closing of this transaction.

8. Purchasers acknowledge that this contract is accepted and executed on the basis of their own examination and personal knowledge and opinion of the property and the value thereof, that no attempt has been made to influence their judgment and that no representations as to the condition or repair of said property have been made by the seller or by any agent of the seller. Seller acknowledges that the roof of the residence on the property was wind-damaged, and that seller agrees to pay the costs of repair of that damage. Purchasers are authorized by this agreement to have said roof repaired and seller shall reimburse them from the proceeds she receives from the down payment, or if that is not sufficient, that it will be deducted by the purchasers from their monthly payments until they have been fully reimbursed.

9. Should the right of redemption, mentioned above as an exception to the title of the above described property, be exercised, seller shall receive the proceeds therefrom to the extent of the unpaid balance on this contract, and purchasers shall receive the excess over said unpaid balance.

10. It is further understood and agreed that this agreement shall bind and inure to the benefit of the heirs, personal representatives, successors and assigns of each of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have affixed their hands all as of the day and year first hereinabove written.

Mabel C. Morgan  
Mabel C. Morgan

Gene W. Weitman  
Gene W. Weitman

Ruth V. Weitman  
Ruth V. Weitman

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Gene W. Weitman PURCHASERS  
of July A.D., 19 89 at 12:04 o'clock P.M., and duly recorded in Vol. M89  
of Deeds on Page 13956

FEE \$33.00

Evelyn Biehn County Clerk

By Pauline Muelendore