

1271
CONTRACT—REAL ESTATE

Vol. M89 Page 10295

THIS CONTRACT, Made this 9th day of June, 1989, between Robert E. Maloney, Jr. and Mara A. Chettle and Link River Properties, Inc., an Oregon corporation and Jerry O. and Elizabeth Anderson, husband and wife, and William J. and Betty Jane Easter, husband and wife, hereinafter called the seller, WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

Commonly known as 201, 203 and 205 Riverside Drive and described and limited by Exhibit B, attached hereto and incorporated herein by reference.

This Document is being rerecorded to add Link River Properties Inc. as Seller

for the sum of One hundred thirty thousand Dollars (\$130,000.00) (hereinafter called the purchase price) on account of which -0- Dollars (\$ -0-) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$130,000.00) to the order of the seller in monthly payments of not less than One thousand three hundred ninety-six and 99/100 Dollars (\$1,396.99) each,

payable on the 1st day of each month hereafter beginning with the month of July, 1989, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 10 per cent per annum from closing until paid, interest to be paid monthly and * being included in the minimum

monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract. Buyers shall pay taxes and insurance when due and provide written confirmation of same to Sellers.

The buyer warrants to and covenants with the seller that the real property described in this contract is (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes.

The buyer shall be entitled to possession of said lands on closing, subject to existing leases/occupancy buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer will keep said premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by seller in defending against any such liens; that buyer will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$130,000.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract. Buyers shall maintain

liability limits of \$500,000 per person on premises, naming Sellers as additional insured (in an amount equal to said purchase price) marketable title insured to said premises in the seller on or subsequent to the date of this agreement, save and fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements, restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns.

(Continued on reverse) warranty

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, or such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-ness Form No. 1219 or similar.

Robert E. Maloney, Jr. and Mara A. Chettle
800 Pacific Building, 520 S.W. Yamhill
Portland, OR 97204
JERRY O. & ELIZABETH ANDERSON
519 Main Street, Klamath Falls, OR 97601
William J. & Betty Jane Easter
P.O. Box 115, Chilcote, OR 97624

After recording return to:
Robert E. Maloney, Jr.
800 Pacific Building, 520 S.W. Yamhill
Portland, OR 97204

Until a change is requested all tax statements shall be sent to the following address:
Jerry O. Anderson & William J. Easter
c/o 519 Main St
Klamath Falls, OR 97601

STATE OF OREGON,
County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book/reel/volume No. _____ on page _____ or as fee/file/instrument/microfilm/reception No. _____, Record of Deeds of said county. Witness my hand and seal of County affixed.
NAME _____ TITLE _____
By _____ Deputy

SPACE RESERVED
FOR
RECORDER'S USE

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at seller's option shall have the following rights:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;
- (2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

Sellers shall be responsible for unpaid taxes due as of date of closing and shall hold Buyers harmless therefrom. All of said unpaid taxes shall be paid in full within 18 months of closing.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$130,000.00.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest, and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

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.

* BUYER: Comply with ORS 93.905 et seq prior to exercising this remedy.

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030.

(If executed by a corporation, affix corporate seal)

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Multnomah

This instrument was acknowledged before me on

June 7, 1989, by

Robert E. Maloney, Jr.

Juan Marmoree
Notary Public for Oregon

My commission expires: 3/19/93

STATE OF OREGON,

County of

This instrument was acknowledged before me on

19, by

as

of

Notary Public for Oregon

My commission expires:

(SEAL)

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

Buyers agree that Sellers may refinance the existing first mortgage on the property with U.S. National Bank and Buyers agree to subordinate this contract to any such refinancing, provided the amount of any refinanced loan is not greater than the amount of the indebtedness then due to U.S. National Bank. Buyers further acknowledge that Sellers are purchasing the subject property on contract from Mara Maloney and that upon payment in full of the purchase price in this contract, Sellers will convey title by warranty deed free and clear of said contract with Mara Maloney and any indebtedness to U.S. Bank between U.S. Bank and Sellers.

Buyers further agree to lease to Klamath Gas/Cal Gas the premises presently occupied and used for parking by Cal Gas for \$700 per month (total consideration) for the period July 1, 1989 to June 30, 1992, which Sellers hereby agree to cause Westco/Cal Gas to lease for said period and said payment.

Buyers agree to deposit payments into Sellers' account at U.S. Bank, Klamath Falls, and Sellers will provide, in each January, a record of payments paid and the amount applied to principal and interest.

IT IS SO AGREED:

LINK RIVER PROPERTIES, INC., an Oregon corporation

By: *Robert E. Maloney, Jr.*
Robert E. Maloney, Jr., President

10296

ADT-27-1-133852

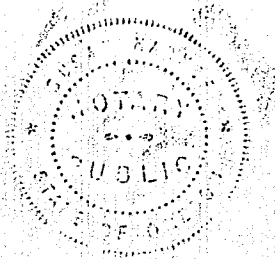
STATE OF OREGON

23828

County of Multnomah

)
) ss.
)

This instrument was acknowledged before me on
the 5th day of December, 1989, by Robert E. Maloney, Jr. as
President of Link River Properties, Inc.



Susan Marmie
Notary Public for Oregon
My Commission Expires: 3/19/93

EXHIBIT "A"
TO CONTRACT OF SALE
DATED June 7, 1989
BETWEEN

JERRY O. AND ELIZABETH ANDERSON, HUSBAND AND WIFE, AND
WILLIAM J. AND BETTY JANE EASTER, HUSBAND AND WIFE ("BUYERS")
AND
ROBERT E. MALONEY, JR. AND MARA A. CHETTLER ("SELLERS")

The following are additional terms and conditions
agreed to by the parties:

1. The property description for the property
commonly known as 201, 203 and 205 Riverside Drive, Klamath
Falls, Oregon is as set forth on Exhibit "B" to this contract
of sale which is incorporated herein by reference.

2. Buyers will pay a principal payment in addition
to all other payments of Five Thousand Dollars (\$5,000.00) upon
closing of sale of a home owned by Buyers on Wantland Street,
provided that if said sale does not close within nine (9)
months of closing of this transaction, Buyers will pay
Twenty-Five Hundred Dollars (\$2,500.00) of said sum nine (9)
months from closing hereof and the remaining balance of
Twenty-Five Hundred Dollars (\$2,500.00) shall be due on the
earliest of closing of the sale of the Wantland property or six
(6) months after said additional Twenty-Five Hundred Dollar
(\$2,500.00) payment. Following each of such payments, the
principal balance will be reamortized so that the contract will
be paid in full in essentially equal payments on or before
fifteen (15) years of closing. Buyers further agree that if
the transaction does not close for any reason contributed to by
Buyers, Buyers will pay Nine Hundred Fifty Dollars (\$950.00)
per month to Sellers until such time as the premises occupied
by Klamath Tobacco are rented or six (6) months from closing,
whichever occurs first, with the first payment being due
June 1, 1989.

3. Sellers hereby assign all rights against Klamath
Tobacco/Richard Mauro to have structural repair work completed
on the damaged support in the front of the building. Buyers
will cause the parapet wall on the roof to be repaired and will
deduct up to \$1,900 of such cost from the \$5,000 payment
referred to in item 2 above.

4. Buyers may not make structural changes or any
change costing \$5,000 or more without prior written consent of
Sellers, which consent will not unreasonably be withheld.

10298

23830

5. Buyers shall not permit any unlawful use of premises, or any use which increases the fire insurance rating.

6. Buyers take property as is and subject to existing leases and occupancy of Klamath Tobacco/Richard Mauro, without warranty concerning square footage of building or land being purchased.

7. Buyers will pay an additional \$5,000 principal payment upon any resale of the property to a third party.

8. If Sellers do not pay any property taxes to be paid by Sellers, Buyers may pay such taxes and deduct such payment from the principal balance hereunder.

BUYERS:

Jerry O. Anderson
Jerry O. Anderson

Elizabeth Anderson
Elizabeth Anderson

William J. Easter
William J. Easter

Betty Jane Easter
Betty Jane Easter

SELLERS:

Robert E. Maloney, Jr.
Robert E. Maloney, Jr.

Mara A. Chettle
Mara A. Chettle by R E Maloney, Jr.

STATE OF OREGON,

County of Klamath

} ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 9th day of June, 1989, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JERRY O. ANDERSON and ELIZABETH ANDERSON and WILLIAM J. EASTER and BETTY JANE EASTER

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Barlene P. Addington
Notary Public for Oregon.
My Commission expires March 22, 1993

PARCEL 1:

A parcel of land being a portion of Lots 3, 4, and 5, Block 3, WEST KLAMATH FALLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 5, Block 3 and running North 06 degrees 45' 00" West 214.50 feet; thence North 83 degrees 15' 00" East 128.87 feet; thence South 43 degrees 47' 09" East 67.99 feet; thence North 83 degrees 15' 00" East 10.00 feet; thence South 8 degrees 57' 40" East 80.07 feet; thence South 06 degrees 46' 55" East 80.18 feet; thence South 83 degrees 12' 58" West 182.95 feet to the point of beginning.

EXCEPTING THEREFROM the South 50 feet of above described parcel.

PARCEL 2:

The South 50 feet of the following described parcel:

A parcel of land being a portion of Lots 3, 4, and 5, Block 3, WEST KLAMATH FALLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 5, Block 3 and running North 06 degrees 45' 00" West 214.50 feet; thence North 83 degrees 15' 00" East 128.87 feet; thence South 43 degrees 47' 09" East 67.99 feet; thence North 83 degrees 15' 00" East 10.00 feet; thence South 8 degrees 57' 40" East 80.07 feet; thence South 06 degrees 46' 55" East 80.18 feet; thence South 83 degrees 12' 58" West 182.95 feet to the point of beginning.

The descriptions to Parcel 1 and Parcel 2 are expressly conditioned and limited, and subject to the following:

1. Perpetual right, privilege and easement, to keep, maintain, regulate and control the waters of Lake Ewanna and Klamath River, as shown in Easement given by Central Pacific Railway Co. to the California Oregon Power Company, recorded in Book 96 at page 162, Deed Records of Klamath County, Oregon.

2. Reservations, covenants and conditions as shown in deed from the City of Klamath Falls, a municipal corporation, to Central Pacific Railway Company, a Utah Corporation, recorded May 10, 1926 in Book 69 at page 361, Deed Records of Klamath County, Oregon.

Continued on next page

3. Easement, including the terms and provisions thereof:

For: Sewer Line
Granted to: City of Klamath Falls
Recorded: January 13, 1931
Book: 93
Page: 412

4. Reservations, recitals and conditions as shown in deed from Central Pacific Railway Company, a corporation, to Payton and Company, a corporation, dated November 20, 1945, recorded December 20, 1945 in Book 183 at page 227, Deed Records of Klamath County, Oregon.

5. Reservations and restrictions, including the terms and provisions thereof, contained in deed to the State of Oregon, recorded November 20, 1962 in Book 341 at page 442, Deed Records, relating to statutory abutment easements.

6. Reservations and restrictions, contained in deed from the State of Oregon, by and through its State Highway Commission to Burlington Northern, Inc., a Delaware corporation, dated April 23, 1964, recorded May 8, 1964 in Book 352 at page 633, Deed Records.

7. Reservation of all iron, natural gas, coal, oil and all minerals as contained in deed from Burlington Northern, Inc., a Delaware Corporation, to Malco Properties, Inc., an Oregon Corporation, dated July 18, 1972, recorded August 1, 1972 in Book M-72 at Page 3495, Microfilm Records.

8. Subject to zoning ordinances, covenants, conditions and restrictions, building and use restrictions, utility and other easements of records, and all other matters of record affecting the title.

Aspen #01033302

10301

Form 668(Z)

79

Department of Treasury - Internal Revenue Service

23833

(Rev. April 1984)

Certificate of Release of Federal Tax Lien

District

Portland, OR

Serial Number

938920913

For Optional Use by Recording Office

I Certify that as to the following-named taxpayer, the requirements of section 6325 (a) of the Internal Revenue Code have been satisfied for the taxes listed below and for all statutory additions. Therefore, the lien provided by Code section 6321 for these taxes and additions has been released. The proper officer in the office where the notice of internal revenue tax lien was filed on May 17, 1985, is authorized to note the books to show the release of this lien for these taxes and additions.

Name of Taxpayer WILLIAM J EASTER JR
DBA EASTER'S ROOFING SERVICE

Residence P O BOX 115
CHILOQUIN, OR 97624

COPY

COURT RECORDING INFORMATION:

Liber Page UCC No. Serial No.
M85 7384 n/a 48879

Kind of Tax (a)	Tax Period Ended (b)	Identifying Number (c)	Date of Assessment (d)	Last Day of Refiling (e)	Unpaid Balance of Assessment (f)
940	12/31/80	95-2919531	10/21/81	11/20/87	2885.38

Place of Filing

OFFICE OF COUNTY CLERK
KLAMATH COUNTY
KLAMATH FALLS, OR 97601

Total

\$

2885.38

This certificate was prepared and signed at Portland, OR, on this,
the 5th day of May, 1989

Signature

Title

Chief CSF

(NOTE: Certificate of officer authorized by law to take acknowledgments is not essential to the validity of Certificate of Release of Federal Tax Lien
Rev. Rul. 71-456, 1971 - 2 C.B. 409)

Form 668(Z) (Rev. 4-84)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 9th day
of June A.D., 19 89 at 10:55 o'clock A.M., and duly recorded in Vol. M89
of Deeds on Page 10295

FEE \$38.00

INDEXED
D. V. K.Evelyn Biehn
By Pauline Mullendore

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title Co. the 11th day
of Dec. A.D., 19 89 at 10:49 o'clock A.M., and duly recorded in Vol. M89
of Deeds on Page 23826

FEE \$40.00

Evelyn Biehn
By Pauline Mullendore