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The buyer further agrees that failure by the seller at any time to require p right hereunder to enforce the same, nor shall any waiver by acid seller of any bre lany such provision to: as a waiver of the provision itsell.	performance by the buyer of any provision hereof shall in no way affect seller's ach, of any provision hereof be held to be a waiver of any succeeding breach of
Sellers shall be responsible for unpaid t hold Buyers harmless therefrom. All of s within 18 months of closing.	and unpaid taxes shari be paid in full
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In case suit or action is instituted to foreclose flux contract or to enforce sum as the trial court may adjudge reasonable as altorney's test to be allowed judgment or decree of the trial court, the losing party further promises to pay su	any provision hereol, the losing party in said suit or action agrees to pay such the prevailing party in said suit or action and it an appeal is taken from any the prevailing party in said suit or action and it an appeal is taken from any
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IN WITNESS WHEREOF said natites have exec	tited this instrument in duplicate, in critici of the difference
signed is a corporation, it has caused its corporate name to b duly authorized thereunto by order of its board of directors	
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THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DE- SCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING	Mara Costile
USE LAWS AND REGULATIONS BEFORE SIGNING ACCULATIONS THIS INSTRUMENT. THE PERSON ACQUIRING FLE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.	Jerry Of Anderson & A. J. J.
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ORS 93.625 (1) All instruments contracting to convey fee title to any is executed and the parties are bound, shall be acknowledged, in the manner veyed. Such instruments, or a memorandum thereof, shall be recorded by the ties are bound thereby. ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction,	ctal property, at a time more than 12 months from the date that the instrument provided for acknowledgment of deeds, by the conveyor of the tille to be con- a conveyor not later than 15 days after the instrument is executed and the par- by a fine of not more than \$100.
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TTC National Bank and Buyers agree to SUDDI	s not greater than the amount of the indebted- s further acknowledge that Sellers are from Mara Maloney and that upon payment in Sellers will convey title by warranty
	(Cal Cas the promises presently occupied and
Buyers further agree to lease to klamath Gas used for parking by Cal Gas for \$700 per mor July 1, 1989 to June 30, 1992, which Sellers lease for said period and said payment.	s/Cal Gas the premises presently occupied and oth (total consideration) for the period s hereby agree to cause Westco/Cal Gas to
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## STATE OF OREGON

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County of Multnomah

the <u>5</u> This instrument was acknowledged before me on day of December 1980 by Det the  $5^{-2}$  day of December, 1989, by Robert E. Maloney, Jr. as President of Link River Properties, Inc. Presice 

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

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DERRY 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. CHETTLE ("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.

Buyers will pay a principal payment in addition 2. 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, Euyers will pay Nine Hundred Fifty Dollars (\$950.00) per month to Seilers 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.

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.

SELLERS:

Robert

E

Mara A. Chettle

BUYERS:

Jerry O. Anderson

Flizabeth Anderso

William J. Easter

2 F 4

Betty Jane Easter

STATE OF OREGON,

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

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County of Klamath

BE IT REMEMBERED, That on this 9th day of June , 19.89., 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

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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.

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

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

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

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Beginning at the Southwesterly corner of Lot 5, Block 3 and running North 06 degrees 45' 00° Most 214.50 feet; thence Morth 83 degrees 15' 00" Hast 128.87 feet; thence South 43 degrees 47' 09" Enot 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' 53" East 80.18 feet; thence South 83 degrees 12' 50" West 182.95 feet to the point of beginning.

EXCEPTING THEREFROM the South 50 fast of above described parcel.

PARCEL 2:

The Bouth 80 feet of the following deserthed parent:

A parcel of land being a portion of Lots 3, 4, and 5, Block 3, WEST RLAMATH FALLS ADDITION TO THE CITY OF ELAMATH PALLS, in the County of Elamath, Binte of Oragon, more particularly described as follows:

Beginning at the Southwesterly corner of Lot 5, Block 3 and running North 06 degrees 45' 00" Nest 214.50 feet; thence North 83 degrees 15' 00" Bast 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 Routh 06 degrees 46' 85" East 00.18 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. Perputual sight, privilege and easement, to keep, maintain, regulate and control the waters of Lake Ruauna and Elamath River, as shown in Hesenent given by Central Pacific Railway Co. to the California Oregon Power Company, recorded in Book 96 at page 162, feed Records of Elamath County, Oregon.

2. Reservations, Portials and conditions as shown in deed from the City of Elamath Palls, a municipal corporation, to Central Pacific Railway Company, a 59kh Corporation, recorded May 10, 1926 in Book 69 at page 561, Deed Records of Elamath County, Oremon.

continued on nost page

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3. Engement. incluing the terms and provisions thereof: Ber: City of Klamath Falls Granted to: Januar; 13, 1930 Recorded: 93 Book: 412

4<sup>2</sup>. Reservations, recitals and conditions as shown in deed from Central Pacific Railway Company, a corporation, to Peyton and Company. a corporation, dated November 28. 1945, recorded Company. a corporation, dated November 28. 1945, recorded Becember 20, 1945 is BOOK 183 at page 227, Deed Recurds of Rlamath County, Oregon.

5. Reservations and restrictions, including the terms and provisions thereof. contained in dead to the State of Oregon, recorded November 20, 1962 in Book 341 at page 443, Deed recorded November 20, statutory abutters casements. Records, relating to statutory abutters casements.

5. Reservations and restrictions, contained in deed from the State of Oregon, by and through its State Bighway Commission to Burlington Northern, Inc., a Delaware corporation, dated April Burlington Northern, Inc., a Delaware corporation, dated April 23, 1964, recorded May 8, 1954 in Book 332 at page 633, Deed Records.

7. Reservation of all iron, natural GAE, coal, oil and all minorals as contained in deid from Burlington Northern, Ins., a Delaware Corporation, to Malco Properties, Inc., an Oregon Delaware Corporation, to Malco Properties, Inc., an Oregon Belaware Corporation, High 18, 1972, recorded August 1, 1972 in 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.

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