

11221

Exhibit J Part C

S.F. FORM

FORM 137  
(April 1945)

CONTRACT OF SALE CLAUSE

DATED	ATTACHED TO AND FORMING PART OF	POLICY NO.	NAME OF INSURANCE COMPANY
		<u>N28-565-33-50</u>	<u>Firemans Fund Insurance Company</u>
<u>Edgar Sanders and Sharon Sanders, 5609 Cottage, Klamath Falls, Or.</u>			INSURED TO: (INSURED'S NAME & MAILING ADDRESS)
<u>Klamath Falls, Or.</u>			AGENT <u>Driscoll, Padgett &amp; Hurley</u>

It is understood that Edgar Sanders & Sharon Sanders (hereinafter termed Vender) has an interest in the property described under Item(s) 2231 Homedale, Klamath Falls, Or. 91601 of this policy, by virtue of contract of sale from Ray Yunk (hereinafter termed Vendor), whose mailing address is

If loss under this policy be payable to a mortgagee, trustee or beneficiary under deed of trust, the proceeds of this policy shall be first applied to the payment of such payee's interest, and the balance, if any, subject to all the terms and conditions of this policy, shall be payable to said vendor and/or said vendee in the manner hereinafter provided in paragraphs designated "First" and "Second" hereof. If this policy be not payable to a mortgagee, trustee or beneficiary under deed of trust, the proceeds of this policy, subject to all its terms and conditions, shall be payable to said vendor and/or said vendee as follows:

FIRST: To said Vendor, to an amount not exceeding the balance unpaid, at the time of loss, upon the contract of sale above referred to; and

SECOND: The balance, if any, to said Vendee.  
PROVIDED ALWAYS, HOWEVER, THAT IN NO EVENT SHALL ANY OF THE ABOVE PAYMENTS, OR THE AGGREGATE THEREOF, EXCEED THE AMOUNT FOR WHICH THIS POLICY IS WRITTEN, OR THE AMOUNT FOR WHICH THIS COMPANY MAY BE LIABLE ON ANY LOSS THEREUNDER; AND PROVIDED FURTHER, THAT IF AT THE TIME OF ANY LOSS HEREUNDER THERE BE OTHER INSURANCE, WHETHER VALID OR NOT, UPON THE PROPERTY DESCRIBED UNDER THE ITEM(S) SPECIFIED IN THIS CONTRACT OF SALE CLAUSE, THIS COMPANY SHALL NOT BE LIABLE UNDER THIS POLICY FOR A GREATER PORTION OF ANY LOSS ON SAID PROPERTY THAN THE AMOUNT INSURED BY THIS POLICY UNDER SUCH ITEM(S) BEARS TO THE ENTIRE INSURANCE COVERING SUCH PROPERTY, ISSUED TO OR HELD BY ANY PARTY OR PARTIES HAVING AN INSURABLE INTEREST THEREIN AS VENDOR, VENDEE, MORTGAGEE, TRUSTEE OR BENEFICIARY UNDER DEED OF TRUST.

90 FEB 9 PM 3 58

STATE OF OREGON  
County of Klamath  
I, LYN G. HARDY, Clerk of the Circuit Court of the County of Klamath and the State of Oregon do hereby certify that the foregoing copy has been by me compared with the original, and that it is a transcript therefrom, and of the whole or such original as the same appears on file or of record in my office and in my possession and custody.  
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said Court, this 9 day of Feb A.D. 19 90  
LYN G. HARDY, Clerk of Court  
*Cathy [Signature]*

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Micki Atkins the 9th day of Feb. A.D. 19 90 at 3:58 o'clock PM., and duly recorded in Vol. M90 of Deeds on Page 2778

FEE \$5.00  
Return: Micki Atkins  
P.O. Box 8181, Klamath Falls, Or. 97602  
Evelyn Biehn, County Clerk  
By Rouline Muehlendore