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ADDENDUM TO REAL AND PERSONAL PROPERTY SALE AGREEMENT

THIS AGREEMENT, made this 22nd day of February, 1990, by and between EARL E. DARROW and VIOLA J. DARROW, husband and wife, hereinafter called Sellers, and KENNETH W. DARROW and JANICE L. DARROW, husband and wife, hereinafter called Buyers,

Sellers and Buyers executed a Real and Personal Property Sale Agreement the 24th day of February, 1984, a copy of which is marked Exhibit "A" attached hereto and by this reference made a part hereof.

Sellers' and Buyers' desire to modify the purchase price and schedule and interest rate is hereby mutually understood and agreed by and between Sellers and Buyers that the payments shall be changed from \$15,000 annually to \$1000 each month beginning the 10th day of March, 1990, and the interest rate accruing on the deferred balance shall be reduced from 10% to 8.36% per annum beginning the 10th day of March, 1990.

Except this herein modified, all terms of the original Real and Personal Property Sale Agreement remain in full force and affect.

DATED this 22nd day of February, 1990.

SELLERS:

Earl E. Darrow
Earl E. Darrow

Viola J. Darrow
Viola J. Darrow

BUYERS:

Kenneth W. Darrow
Kenneth W. Darrow

Janice L. Darrow
Janice L. Darrow

STATE OF OREGON

County of Klamath) ss.

Before me this 22 day of February, 1990, personally appeared the above-named EARL E. DARROW and VIOLA J. DARROW, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



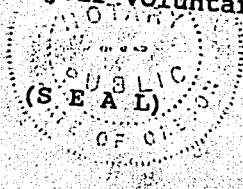
Janice L. Darrow
Notary Public for Oregon
My Commission Expires: 3-26-92

ADDENDUM TO REAL AND PERSONAL PROPERTY SALE AGREEMENT - Page 1

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STATE OF OREGON)
County of Klamath) ss.

Before me this 24 day of February, 1990, personally appeared the above-named KENNETH W. DARROW and JANICE L. DARROW, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.



Dorothy C. Coker
Notary Public for Oregon
My Commission Expires: 3-24-91

THIS AGREEMENT, by and between EARL E. DARROW and VIOLA J. DARROW, husband and wife, hereinafter called Sellers, and KENNETH W. DARROW and JANICE L. DARROW, husband and wife, hereinafter called Buyers,

WITNESSETH:

In consideration of the agreements herein contained and the payments to be paid by Buyers to Sellers, Sellers hereby agree to sell to Buyers and Buyers hereby agree to purchase from Sellers the following described real property, situated in the County of Klamath, State of Oregon, to-wit:

Beginning at a point 852 feet east of an iron pin driven into the ground at the Southwest corner of the NW 1/4 of Section 12, Township 39 South, Range 9 East of the Willamette Meridian on property of Otis V. Saylor, which iron pin is 30 feet East of the center of a road intersecting the Dallas-California Highway from the North and is 30 feet North of the center of said Dallas-California Highway; thence North 330 feet; thence East 66 feet; thence South 330 feet; thence West 66 feet to place of beginning, said property being in Klamath County, State of Oregon; SUBJECT TO acreage and use limitations under provisions of the U. S. Reclamation, Plans and Assessments of Klamath Project and Enterprise Irrigation District and the South and Suburban Sanitary District, and subject to the further restriction that said property shall not have constructed upon same, during the lifetime of Thomas J. Moulton and Lydia W. Moulton, buildings other than for residential purposes or automotive repair facilities.

together with the following personal property:

Business known as "Darrow's Garage"
One (1) Office Desk
One (1) Transmission Jack
One (1) Gas Welder
One (1) Push Cart
Two (2) Floor Jacks
Two (2) Wheel Balance
One (1) Work Bench and Vice
Six (6) Car Stands
One (1) Tune-Up Machine Scope
One (1) Valve Grinding Machine
Four (4) Air Hoses
One (1) Front-End Alignment Machine
One (1) Chain Hoist

One (1) Air Compressor
One (1) Tire of Light
Two (2) Gear Pullers
One (1) Bench Grinder
One (1) Brake Bleeder
Miscellaneous Shop Tools

upon the following terms and conditions:

Purchase Price. Buyers shall pay as the purchase price of said property the sum of \$100,000.00, lawful money of the United States, as follows: \$15,000.00 on the 1st day of April, 1984, and \$15,000.00 each and every year thereafter until the purchase price has been paid in full. All or any portion of said purchase price may be paid at any time. All deferred balances of said purchase price shall bear interest at the rate of ten percent per annum from April 1, 1983, until paid, interest to be paid annually and included in the minimum annual payments above required.

Taxes/Insurance. Taxes and Insurance on said premises for the current year shall be prorated as of April 1, 1983.

Possession. Buyers shall be entitled to possession of the premises on or before April 1, 1983, and may retain such possession so long as they are not in default under the terms of this contract.

Warranties. Buyers agree to keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that Buyers will keep said premises free from mechanical liens and all other liens and save the Sellers harmless therefrom and reimburse Sellers for all costs and attorneys fees incurred by Sellers in defending against any such liens; that Buyers will pay all taxes hereafter levied against such 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 becomes past due. If the Buyers shall fail to pay any such liens, costs and water rents, taxes or charges, Sellers 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 of ten percent (10%) per annum without waiver, however, of any right arising to the Sellers for Buyers' breach of contract.

Insurance. Buyers agree that they will insure and keep insured all buildings and other improvements now or hereafter erected on said premises against loss or damage by fire, with extended coverage, in an amount equal to the insurable value of said premises in a company or companies satisfactory to the Sellers with loss payable first to the Seller, then to the Buyers, as their respective interests may appear. A copy of the policy shall be held by Seller until such time as this contract has been paid in full.

Deed. Sellers agree that when said purchase price is fully paid, Sellers will deliver a good and sufficient deed conveying said premises in fee simple unto the Buyers, Buyers' heirs

and assigns, free and clear of encumbrances (except those noted in the description of the real property described above), and free and clear of all encumbrances since that date placed, permitted or arising by, through or under Sellers; excepting, however, all easements, restrictions, taxes, municipal liens, water rents and public charges as assumed by the Buyers and further excepting all liens and encumbrances created by the Buyers or Buyers' assigns.

Default. It is understood and agreed between the parties that time is of the essence of this contract and in case the Buyers fail to make the payments above required, or any of them, punctually within thirty (30) days of the time limited therefor, or Buyers fail to correct any other deficiency in performance within thirty (30) days from notice from Sellers specifying such deficiency, or fail to keep any agreement herein contained, then Sellers, at Sellers' option, shall have the following rights:

- To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or,
- To foreclose this contract by suit in equity; and/or,
- Specifically enforce the terms of this contract by suit in equity.

The remedies provided above shall be non-exclusive and in addition to any other remedies provided by law.

Waiver. Buyers agree that failure by the Sellers at any time to require performance by Buyers of any provision hereof shall in no way affect Sellers' right hereunder to enforce the same, nor shall any waiver by the Sellers 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.

Attorneys Fees. In the event that suit or action be instituted by either party to enforce any right under this contract, or for any matter in any way arising out of this contract, including appeals to appellate courts, it is agreed that the prevailing party in such suit or action shall recover in addition to costs and disbursements, such further sums as to the court may be deemed reasonable as attorneys fees.

Assignment. Buyers shall not assign their interest in this agreement without the express written consent of Sellers. Sellers agree that Sellers will not unreasonably withhold such consent. Sellers shall have the right to assign Sellers' interest in this agreement subject to the rights of the Buyers.

Escrow. It is agreed that this contract, together with a good and sufficient warranty deed covering said premises from Sellers to Buyers shall be placed in escrow with United States National Bank of Oregon, Town and Country Branch, 1720 South Sixth Street, Klamath Falls, OR 97603, and that contemporaneously with the

CONTRACT TO SELL REAL PROPERTY - Page 3

execution of this agreement, the parties hereto shall execute the necessary escrow instructions satisfactory to the escrow agent as required to accomplish the provisions herein set forth.

Successors and Assigns. All rights, remedies and liabilities herein given to or imposed upon either of the parties hereto shall extend to and inure to the benefit of and bind, as the circumstances may require, the heirs, personal representatives, successors and so far as this contract is assignable by the terms hereof, to the assigns of such parties.

Severability. Should any part, term or provision of this contract be by the courts decided to be illegal, unconstitutional or in conflict with any law of the State of Oregon, the validity of the remaining portions or provisions of this contract shall not be affected thereby.

Inspection and Limitation of Representation. Other than warranty of title to the real property, and payments of all charges incurred by Sellers which may become a lien against the property, the Sellers make no warranties as to the condition or use of the real property all of which is sold on an "as is" "where is" basis. Buyers agree that full inspection of the described premises has been made by Buyers and neither the Sellers or any persons, including real estate brokers, agents or attorneys representing the Sellers have made any representations or warranties respecting the property of the condition of the improvements or repairs. Buyers agree that they are fully satisfied with the property herein agreed to be sold as Buyers find it. This agreement is the entire agreement of the parties and supercedes all prior negotiations and agreements.

Representation of Attorney. The parties hereto acknowledge that this contract was prepared by Michael L. Grant, Attorney at Law, 325 Main Street, Klamath Falls, Oregon 97601, solely on behalf of the Sellers and that said attorney in no way represents Buyers.

Recording. Sellers agree at the request of Buyers to execute a Memorandum of Contract, which Buyers may use for recording in lieu of this contract.

Notices and Addresses. Notices to the parties shall be given at the following addresses, to Sellers, at 1818 Kane Street, Klamath Falls, OR 97603, and to Buyers, at 6009 South Sixth Street, Klamath Falls, OR 97603. (Subject to change by written notice).

Paragraph Headings. Paragraph headings in this contract are inserted for convenience only and are not to be construed as restricting the meaning of the paragraphs to which they refer.

THIS INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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IN WITNESS WHEREOF, the parties hereto have executed this contract the day, month and year first above written.

SELLERS:

Earl E. Darrow
Earl E. Darrow
Viola J. Darrow
Viola J. Darrow

STATE OF OREGON

County of Klamath } ss.

Before me this 28th day of February, 1984, personally appeared the above-named KENNETH W. DARROW and VIOLA J. DARROW, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(S E A L)

STATE OF OREGON

County of Klamath } ss.

Before me this 28th day of February, 1984, personally appeared the above-named KENNETH W. DARROW and JANICE L. DARROW, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

(S E A L)

BUYERS:

Kenneth W. Darrow
Kenneth W. Darrow
Janice L. Darrow
Janice L. Darrow

Michael L. Grant
Notary Public for Oregon
My Commission Expires: 7-21-85

Michael L. Grant
Notary Public for Oregon
My Commission Expires: 7-21-85

STATE OF OREGON: COUNTY OF KLAMATH: ss.
Filed for record at request of Michael L. Brant
of March A.D. 19 90 at 2:41 o'clock P.M., and duly recorded in Vol. M90
of Deeds on Page 3956
FEE \$43.00
Evelyn Biehn County Clerk
By Paula Mullender

3956
The following is a true and correct copy of the original of the above described instrument as the same appears in the records of the County of Klamath, Oregon, and is filed for the purpose of giving notice to all persons interested in the same.

Return: Michael L. Brant
325 Main St.
Klamath Falls, Or. 97601
The following is a true and correct copy of the original of the above described instrument as the same appears in the records of the County of Klamath, Oregon, and is filed for the purpose of giving notice to all persons interested in the same.

The following is a true and correct copy of the original of the above described instrument as the same appears in the records of the County of Klamath, Oregon, and is filed for the purpose of giving notice to all persons interested in the same.

Witness my hand and the seal of said County at Klamath Falls, Oregon, this 1st day of March, 1990.

Evelyn Biehn
County Clerk

By Paula Mullender