

WARRANTY DEED

ELLEN M. GRAY, hereinafter called Grantor, conveys to DAVID L. VAN SICKLE and DEBRA J. VAN SICKLE, husband and wife, hereinafter called Grantee, the following described real property:

Lot Two (2), Block Two (2), PINNEY'S ACRES, situated in a portion of the SE 1/4, Section 36, Township 24 South, Range 8 East, Willamette Meridian, Klamath County, Oregon.

SUBJECT TO: Easements and restrictions of record. and covenants that Grantor is the owner of the above described property free of all encumbrances except as above described and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$23,000.00.

DATED this 29 day of October, 1976.

Ellen M Gray  
ELLEN M. GRAY

STATE OF OREGON                    )  
  ) ss.  
County of Deschutes            )

Personally appeared ELLEN M. GRAY and acknowledged the foregoing instrument to be her voluntary act.

Before me:

Vernon W. Robinson  
NOTARY PUBLIC FOR OREGON

My Commission expires: 11-29-76

Tax statements to:

Mr. & Mrs. David L. Van Sickle  
P. O. Box 218  
Crescent, Oregon 97733

WARRANTY DEED

Vernon W. Robinson  
ATTORNEY AT LAW  
126 N.E. FRANKLIN AVENUE  
BEND, OREGON 97701

90 MAY 17 AM 11 32

CONTRACT OF SALE

THIS AGREEMENT, made on the 29th day of October, 1976,  
between the following named Seller and the following named  
Buyer, who shall be shown herein as the Seller and the Buyer  
respectively,

W I T N E S S E T H:

In consideration of the stipulations herein contained,  
and the payments to be made as hereinafter specified, the  
Seller hereby agrees to sell, and the Buyer hereby agrees to  
purchase the real estate hereinafter described at the total  
price and upon the terms as hereinafter shown, to-wit:

SELLER:

ELLEN M. GRAY

BUYER:DAVID L. VAN SICKLE and  
DEBRA J. VAN SICKLE, husband  
and wife.LEGAL DESCRIPTION:Lot Two (2), Block Two (2),  
PINNEY'S ACRES, situated in  
a portion of the SE 1/4,  
Section 36, Township 24 South,  
Range 8 East, Willamette  
Meridian, Klamath County,  
Oregon.SALES PRICE:

\$23,000.00

DOWN PAYMENT:

\$ 3,500.00

BALANCE:

\$19,500.00

PAYMENTS:\$185.00 per month, including  
interest.INTEREST RATE:7% per annum from November 20,  
1976.DATE OF FIRST PAYMENT:

January 1, 1977.

ADDITIONAL PAYMENTS:As above mentioned, on the  
1st day of each month thereafter until both principal and interest

Vernon W. Robinson

ATTORNEY AT LAW

are paid in full. All of said payments shall be made where the Seller directs. Inasmuch as a deed is to be held in escrow at United States National Bank, LaPine Branch, payments should be made there to insure proper crediting. The Buyer may pre-pay any and all payments due herein without penalty.

POSSESSION DATE: November 20, 1976.

TITLE INSURANCE: Upon execution of this agreement, or as soon thereafter as practical to the Seller and the issuing company, the Seller shall furnish to the Buyer a purchaser's policy of title insurance in the amount of the sales price above mentioned. Said policy shall insure the Buyer that the Seller has a marketable title free and clear of all liens and encumbrances as of the date of this agreement, except easements and restrictions of record.

ANNUAL CHARGES: The taxes and all other annual charges shall be pro-rated between the Seller and the Buyer as of November 20, 1976, and the Buyer hereby agrees to pay all taxes, liens, or other charges which are hereafter lawfully imposed upon the premises when due.

FIRE INSURANCE: The Buyer will keep insured the mobile home now on the premises and all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount of not less than the unpaid principal balance of this contract in a company or companies satisfactory to the Seller with loss payable first to the Seller and then to the Buyer, as their respective interest may appear, and will deliver all policies of insurance to the Seller upon demand.

IMPROVEMENTS, ALTERATIONS AND REPAIRS: The improvements now on the premises or hereafter placed on the premises by the Buyer shall remain and not be removed during the term of this agreement, without the written consent of the Seller being first obtained. The Buyer shall not permit any waste or strip of the premises, or the improvements thereon, or alterations thereof, and shall maintain the same in good condition and repair.

DELIVERY OF DEED: As soon as practicable following the execution of this agreement, the parties shall deliver in escrow to United States National Bank, LaPine Branch:

- (a) A warranty deed to the property, free and clear of all encumbrances, except as specified herein, with Seller as grantor and Buyer as grantee;
- (b) An executed copy of this Agreement;
- (c) An unexpired policy of fire insurance;
- (d) The parties shall execute escrow instructions with escrow agent which shall be satisfactory to all parties. Such instructions shall become a part of this agreement as if fully set forth herein.

DEFAULT PROVISIONS: In the event that Buyer shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Seller shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

- (1) To foreclose this contract by strict foreclosure in equity.
- (2) To declare the full unpaid balance of the purchase price immediately due and payable.
- (3) To specifically enforce the terms of this agreement by suit in equity.

(4) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of Buyer shall revert and revest in Seller without any act of re-entry or without any other act by Seller to be performed and Buyer agrees to peaceably surrender the premises to Seller, or in default thereof, Buyer may, at the option of Seller, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Buyer shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to Buyer and Buyer shall have failed to remedy said default within 30 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Buyer at his last known address. If Buyer shall fail to make payment as herein provided and said failure shall continue for more than 10 days after the payment becomes due, Buyer shall be deemed in default and Seller shall not be obligated to give notice to Buyer of a declaration of said default.

PERSONAL PROPERTY: In addition to the real property sold hereby, there is sold the following described personal property:

1969 Marlette 12' x 64' mobile home  
Stove, Refrigerator and Dishwasher  
Washer & Dryer

REPRESENTATIONS: It is understood and agreed by and between the Seller and the Buyer that the Seller has made no

representations whatsoever concerning the condition or value of this property and that the Buyer herein is purchasing said property solely upon his own inspection, estimate of condition and valuation of the property.

ATTORNEYS' FEES: In case suit or action is instituted to enforce any of the provisions of this contract, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorneys' fees in addition to the costs and disbursements as provided for by statute.

IN CONSTRUING THIS CONTRACT, it is understood that the Seller or the Buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine 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.

IN WITNESS WHEREOF, we have hereunto executed this agreement as of the day and year first above written.

Ellen M. Gray  
ELLEN M. GRAY, Seller

David L. Van Sickle  
DAVID L. VAN SICKLE, Buyer

Debra J. Van Sickle  
DEBRA J. VAN SICKLE, Buyer

STATE OF OREGON )

) ss.

County of Deschutes )

Personally appeared ELLEN M. GRAY, DAVID L. VAN SICKLE and DEBRA VAN SICKLE and acknowledged the foregoing instrument to be their voluntary act. Before me:

Vernon W. Robinson  
NOTARY PUBLIC FOR OREGON  
My Commission expires: 11-29-76

Vernon W. Robinson  
ATTORNEY AT LAW  
126 N.E. FRANKLIN AVENUE  
BEND, OREGON 97701

CONTRACT OF SALE - 5

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of David VanSickle the 17th day of May A.D., 19 90 at 11:32 o'clock AM., and duly recorded in Vol. M90 of Deeds on Page 9433.

Evelyn Biehn, County Clerk  
By Debra J. Van Sickle

FEE \$53.00

Return: David VanSickle  
4189 E. Hampton Way, Fresno, Ca. 93726