

NOTE 24262
AGREEMENT

THIS AGREEMENT is made and entered into this 23rd day of October, 1990, by and between JANE HENRY and PATRICK HENRY, husband and wife, hereinafter referred to as "Henry" and GEORGE LA GRANDE and MARGIE LA GRANDE, husband and wife, hereinafter referred to as "La Grande" and LITTLEJOHN and WESTFALL, a partnership, hereinafter referred to as accommodator.

R E C I T A L S :

1. Accommodator is serving as an Accommodator in a 1031 Exchange for La Grande.

2. As a part of that exchange Accommodator has purchased real property from Henry pursuant to the terms of a Land Sale Contract, a Memorandum of which is recorded as ^{Page} ~~Instrument~~ No. 90-21471 of the Official Records of Klamath County, Oregon.

3. The parties now desire that Accommodator will be released from further obligation pursuant to the terms of said Contract and that La Grandes assume Accommodator's duties and obligations pursuant to the terms of said Contract.

For the reasons recited above and in consideration of the following mutual promises and covenants, the parties hereby agree as follows:

A. La Grande hereby agrees to assume and pay according to the terms thereof the aforementioned Land Sale Contract with Henry as evidenced by a Memorandum of Contract recorded as

Page
~~Document~~ No. M90-21471 of the Official Records of
Klamath County, Oregon. La Grande agrees that they will be
responsible to perform all of Purchasers' duties and obligations.
A legal description for the property covered by the terms of said
Land Sale Contract is attached hereto as Exhibit "A" and by this
reference incorporated herein.

B. La Grande hereby understands and agrees that they will
be personally obligated to Henry pursuant to the terms of said
Land Sale Contract as though they were original purchaser and
signator to the Contract. In consideration of La Grande's
agreement to be personally obligated and to assume the duties and
obligations of the purchaser, Henry hereby agrees to release
Accommodator from personal obligation pursuant to the terms of
said Land Sale Contract.

C. La Grande hereby notifies Henry that the name and
address to use to send notices to Purchaser pursuant to the terms
of the Land Sale Contract is as follows:

George and Margie La Grande
Route 1, Box 204
Williams CA 95987

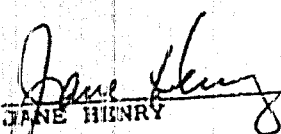
D. Unless otherwise modified by the terms or conditions of
this Agreement all other terms and conditions of the afore-
mentioned Land Sale Contract shall remain binding between
La Grande and Henry.

E. In the event a suit or action is filed concerning this
Agreement then the prevailing party shall be awarded their

reasonable attorney fees as set by the trial court, of upon appeal, by the appellate court.

F. All parties acknowledge that this Agreement has been prepared by Grantland, Grensky & Blodgett on behalf of Henry and that the other parties have been advised to seek their own independent legal counsel prior to signing. All parties acknowledge that they have had an opportunity to consult with their tax consultant or accountant prior to signing this Agreement as to the tax ramifications of this transaction.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.


JANE HENRY


PATRICK HENRY


GEORGE LA GRANDE


MARGIE LA GRANDE

LITTLEJOHN and WESTFALL

By 
Florence Littlejohn

21484

STATE OF OREGON)
) ss.
 County of Jackson)

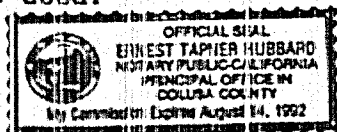
Personally appeared before me this 25th day of October, 1990, the above named JANE HENRY and PATRICK HENRY and acknowledged the foregoing instrument to be their voluntary act and deed.

[Signature]
 Notary Public for Oregon

My commission expires: 11/14/91

STATE OF CALIFORNIA)
) ss.
 County of Colusa)

Personally appeared before me this 25th day of OCTOBER, 1990, the above named GEORGE LA GRANDE and MARGIE LA GRANDE and acknowledged the foregoing instrument to be their voluntary act and deed.

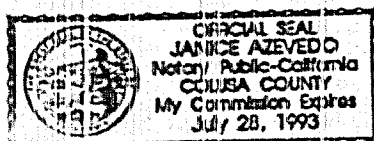


[Signature]
 Ernest Tapner Hubbard
 Notary Public for California

My commission expires: 8-14-92

STATE OF CALIFORNIA)
) ss.
 County of Colusa)

Personally appeared before me this 23rd day of OCTOBER, 1990, Florence Littlejohn, who being duly sworn, did say that she is a partner of Littlejohn and Westfall, a partnership and that said instrument was signed in behalf of said partnership and acknowledged said instrument to be its voluntary act and deed.



[Signature]
 Janice Azevedo
 Notary Public for California

My Commission Expires _____

EXHIBIT "A"
LEGAL DESCRIPTION

All that portion of Lots 2, 3, 4, 5, 6, 7, 10, 11 and 12 of Section 5, Township 34 South, Range 7 1/2 East of the Willamette Meridian, Klamath County, Oregon, bounded and described as follows: Beginning at a fence corner on the North line of Lot 4, 6.55 chains, more or less, East of the Northwest corner thereof, thence South 89 degrees 01' East along a fence 50.12 chains to a fence corner; thence South 89 degrees 01' East along a fence 52.50 chains, more or less, to the center line of the Central Canal; thence following the center line of said Canal North 7 degrees 08' West, 51.28 chains, more or less, to the North line of Lot 2 marked by a fence; thence North 89 degrees 37' West along the North line of Lots 2, 3, and 4, 46.44 chains, more or less, to the point of beginning.

AND, beginning at a point on the East line of Lot 7, Section 4, Township 34 South, Range 7 1/2 East of the Willamette Meridian, distant 6.22 chains Southerly from the Southeast corner of Lot 6 of said section; thence North 0 degrees 07' East, 40.55 chains along the lot lines to the Northerly line of the Main Canal; thence following the Northerly line of said canal North 63 degrees 17' West 43.81 chains to the township line; thence South 89 degrees 37' West 8.07 chains along the township line; thence following the center line of the Central Canal South 7 degrees 08' East, 51.41 chains; thence South 0 degrees 51' West 10.33 chains; thence leaving the Central Canal South 89 degrees 20' East 40.88 chains; thence North 0 degrees 07' East, 1.51 chains to the point of beginning, lying in Lot 6 and parts of Lots 2, 3, and 7 of said Section 4 and Lot 8 and part of Lots 1, 2, 7, 9, 10 and 16 of Section 5, same township and range.

AND, beginning at a point on the East line of Lot 3 of said Section 4, distant 40.55 chains Northerly from the above-mentioned point of beginning; thence South 63 degrees 17' East 22.12 chains along the North line of Main Canal; thence South 79 degrees 42' East, 20.60 chains to the center line of the County Road; thence South 1.75 chains along the center line of said County Road; thence North 80 degrees 11' West 20.90 chains; thence North 62 degrees 38' West, 21.89 chains to said East line of Lot 3; thence North 0 degrees 07' East, 1.88 chains along said lot line to the point of beginning and lying in Lots 4, 21 and 20 of said Section 4.

Tax Account No: 3407 V0000 00200
3407 V0400 00300

21486

SUBJECT TO THE FOLLOWING EXCEPTIONS:

1. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied; in addition thereto a penalty may be levied if notice of disqualification is not timely given.
2. Notice of additional taxes due for omitted property. An additional tax has been levied and will be levied on future taxes, as disclosed by the Klamath County Assessment roll and tax roll for Code 80 properties.
Tax Account No: 3407 V0000 00200
3. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
4. The premises herein described are within and subject to the statutory powers, including the power of assessment, of The Meadows Drainage District.
5. Agreement, subject to the terms and provisions thereof, dated October 26, 1921 and recorded August 14, 1922 in Volume 59 page 59, Deed Records of Klamath County, Oregon, between The California Oregon Power Company and Fort Klamath Meadows Company, for regulating the water levels of Upper Klamath Lake.
6. Reservations contained in deeds from Fort Klamath Meadows Company to S.L. Helms and Lulu Helms, dated October 7, 1940 and recorded October 11, 1940 in Volume 132, page 456, Deed Records of Klamath County, Oregon; Dated October 31, 1940 and recorded November 14, 1940 in Volume 133, page 229, Deed Records of Klamath County, Oregon; Dated August 24, 1942 and recorded September 17, 1942 in Volume 150 at page 120, Deed Records of Klamath County, Oregon.
(Reference is made to the documents for particulars)

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co. the 25th day
 of Oct. A.D. 19 90 at 3:31 o'clock PM., and duly recorded in Vol. M90,
 of Deeds on Page 21481.

Evelyn Biehn - County Clerk
 By Pauline Muller

FEB \$53.00