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INTE 24260

THIS AGREEMENT is made and entered into this 2320 day of October, 1990, by and between JANE HENRY and PATRICK HENRY, humbhand 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 partmarship, hereinafter referred to an accommodator.

RECITALS:

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 Continuet, a Memorandum of which is recorded as Instrument No $\frac{190-31471}{2}$ 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 rocited above and in consideration of the following mutual promises and covenants, the parties hereby agree as follows:

A. La Grande hereby sugrees 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

-1- AGREEMENT

بعديل: Law Difices Off GRAN FLAND, GRENSKY 4, BLODGETT 204 West 9th St. Medford, OR 975(21 (602)) 773-871(2)

. 218/58

Charle No.N.90-21071 of the Official Records of Unstimuted No.N.90-21071 of the Official Records of Klamath County, Oregon. La Grande agrees that they will be Klamath County, Oregon. La Grande agrees that they will be responsible to perform all of Purchasers! duties and obligations. responsible to perform all of Purchasers! duties and obligations. I lugal description for the property covered by the terms of said I lugal description for the property covered by the terms of said Land Sale Contract is attached horato as Exhibit "A" and by this

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reference incorporated nervan. EL. La Grande hereby understands and agrees that they will be personally obligated to Henry pursuant to the terms of said be personally obligated to Henry pursuant to the terms of said Land Sulo Contract as though they were original purchaser and Land Sulo Contract. In consideration of La Grandes' signator to the Contract. In consideration of La Grandes' agreement to be personally obligated and to assume the duties and agreement to be personally obligated and to assume the duties and beligations of the Purchaser. Henry hereby agrees to release Necommodator from Personal obligation pursuant to the terms of hereby that the name and

address to use to send notifies to Purchaser pursuant to the terms of the Land Sale Contract is as follows:

George and Margie La Grande Noute 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 aforementioned Land Sele Contract shall remain binding between

La Grands and Honry. E. In the event a suit or motion is filed concerning this Agreement then the provailing party shall be awarded their

-2- AGREIEMENT

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

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

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

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Berge Ja Brande Margie La GRANDE

LITTLEJOHN and WESTFALL

By Hirener Kitty fr

AGREEMENT

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STATE OF OREGON

County of Jackson

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

SU

Notary Public for Oregon My commission expires:

STATE OF CALIFORNIA) County of Colusy)

Personally appeared before me this 2574 day of 0070062, 1990, the above namod GHORGE LA GRANDE and MARGIE LA GRANDE and adknowledged the foregoing instrument to be their voluntary act and deed.

Berterballes 2 e bed OFFICIAL SIAL EINEST TAPPIER HUBBARD NETT ARY PUBLIC CILLIFORNIA INENCIPAL OFFICE IN DOLLINA COLINY My Commission Liping August 14, 1992

ome mus Notary Public for California

My commission expires: 8-14-92

STARE OF CALIFORNIA) : SU. County of (20097-)

Personally appeared before me this 28 day of (1703EK, 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.

nuce Lage

CIFICIAL SEAL JANINCE AZEVEDO oton/ Public-California COULSA COUNTY Commission Expres Jul / 28, 1993

Notary Public for California My Commission Expires

-4- AGREEMENT

EXHIBIT "A" LEGAL DESCRIPTION

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All that purcian of Lots 2, 3, 4, 5, 6, 7, 10, 11 and 12 of Section 5, Township 34 South Range 7 1/2 Dury of the Millemetre Variation Thymship 34 South, Range 7 1/2 Enst of the Hillamette Keridian, Klamath County, Oragon, bounded and described as follows, Beginning at a fence corner on the North line of Lot 4, 6.55 chains, more or 1855, Basit of the HorthWest corner there South 0 degrees 15 Basit slout a fance to 12 theirs fance to the fance former, thence South 89 Nast along a fence 50.12 chains to a fence corner; thence south 89 Hast along a fence 50.12 chains to a fence corner; thence south 69 Hammaar (A) t part stongs for a fence for a fence of the HABE BLONG B FENCE DULLY CHAINS TO A TENCE COTHER; ENGINE SOUTH OF degrads (01: East along a fence 12, 50 chains, more of less, to the senter land of the centers from the center land Reginge with such along a tence 14.00 chains, more of ress, to the center line of the center line of the Central Canals thance following the center line of such Canal North T degrade on the center to the center of the center to the center of the center o tenter tane of ind centrals Canall; induce rollowing the center time of shid Canal North 7 degrees OB; West, 51.28 chains, more or less, to the North line of Lot 2 harked by a fence; thence North 89 degrees 37 West along the North Mine of fore 2 3 and 4 AG 44 chains, more or Whet along the North line of Lors 2, 3, and 4, 46,44 chains, more or

less, to the point of beginning.

SND, beginning at a point on the East line of Lot 7, Section 4,

Nownsham 34 South, Range 7 1/2 Dest of the Willamette Haridian, Wistant (1.22 chains course voice of long and the southeast corner of lot 6 of taxif course where voice of long the Basester (1, 24 CHEBRS DOUGHELLY LION THE SOUTHEAST COINER OF DUC 9 OF Baid station; thence North 0 degrees 07 Bast, 40.55 chains along the hot limber to the Vertherite State of the Verte Const. thence following lot limes to the Northerly lime of the Main Canal; thence following the Mortherly lime of the Main Canal; thence following the Northerly line of said canal North 63 degraes 17' Nest 43.81 chains to the township line; thence South 89 degrees 37' Nest 8.07 chains along the township line; thence South 89 degrees 37' Nest 8.07 chains along the township line; thence following the center line of the Canal Canal South 7 degrees 08' East, 51.41 chains; thence South of depress 51' Magnet 10 33 cheiner thance linguing the Central Canal O degitus 51' West 10.33 chains; thence leaving the Central Canal South as degrady and that to an an about the contral Canal South By degrees 20, Dast 40, 88 chains; thence North 0 degrees 07, There will be degrees 20, Dast 40, 88 chains; thence North 0 degrees 07, The stock and the stock of the st Ensteil 51 chains to the point of beginning, lying in Lot 6 and parts

7, 9, 10 and 16 of Section 5, same township and range.

AND, biginning at a point on the East line of Lot 3 of said Section 4, distant 40.55 chains Northekly from the above-mentioned point of beginning; thence South 63 degrees 17' Bast 22,12 chains along the North line of usin contains the contains and the south of the south North line of Hain Cinal; thence South 79 degrees 42' East, 20.60 which line of Hain Cinal; 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 the County Road, thence North an degree 11 Hailing the center line of shid County Road; thence South 1.73 thans along the center line of shid County Road; thence North 80 degrees 11' West 20.90 chains; thence How to South 62 degrees 38' West, 21.89 chains to and East 1400 of 10t 2: the south worth 0 degrees 38' Rest, 28 chains Baid East line of Lot 3; thence North & degrees 35 Nest, 21.03 Chains to along caid lot line of bot by thence North & degrees 07' East, 1.88 chains along caid lot line to the mine of boat mine and lying in Lote 4. 21 along said lot line to the point of beginning and lying in Lots 4, 21

and 20 of said Section 4.

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the start and

Tax Account No: 3407 V0020 00200

SUBJICT TO THE FOLLOWING EXCEPTIONS:

1. The assessment toll 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 levitd if notice of disqualification is not timely

21.486

2. Notice of additional Hayas due for onitted property. An additional tax has been livied and will be levied on future taxes, as disclosed by the Klamath County Assessment roll and tax roll for Code 80 properties. 3407 V0000 00200

3. Rights of the public in and to any portion of the herein described Tax Account Nor Pranises lying within the limits of streets, roads or highways.

The premises herein described are within and subject to the statutory powers, including the power of assessment, of The Headows

Drainage District.

5. Agreemant, 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, Orecon, between The California Oregon Pover Company and Port Klanath Headows Company, for regulating the water levels of Upper Klanath Lake.

Reservations contained in deeds from Fort Klamath Headows Company to S.L. Heins and Lulu Heims, 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 Klumith County, Oregon. (Reference is made to the documents for particulars)

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