

BARGAIN AND SALE DEED

Roderick L. Slade, Trustee of the ELIZABETH A. SLADE TRUST U.T.A.D. January 26, 1990, Grantor, hereby conveys the following described parcels of real property to Roderick L. Slade, Trustee of the ELIZABETH A. SLADE FAMILY TRUST U.T.A.D. January 26, 1990, Grantee:

PARCEL #1:

The Southerly 125.0 feet of Tracts 1 and 2 of Pleasant Home Tracts No. 2 according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, saving and excepting therefrom that portion thereof described as follows: Beginning on the West line of said Tract 1 at a point 10.78 feet Northerly of the Southwest corner of said tract; thence Southerly along said West line 10.78 feet to said Southwest corner; thence Easterly along the South line of said Tracts 1 and 2 a distance of 149.4 feet to the Southeast corner of said Tract 2; thence Northerly along the East line of said Tract 2 a distance of 10.69 feet; thence Westerly in a straight line to the point of beginning.

PARCEL #2:

Lots 1 and 2 in Block 20 of Original Town of Linkville, now City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL #3:

A parcel of land situated in the SE 1/4 of the SE 1/4 of Section 28, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

From the Southeast corner of Section 28, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, South 89° 43' West 501.60 feet to an iron pin, the point of beginning; thence North 8° 41' West 612.87 feet to an iron pin on the Southerly boundary of that certain parcel of land described in Deed Volume 317 at page 366; thence South 89° 43' West along the Southerly boundary of said parcel 120 feet to an iron pin on the Easterly boundary of the Dalles-California Highway; thence South 8° 41' East 612.87 feet to an iron pin; thence South 89° 49' East 120 feet to the point of beginning.

Until a change is requested, all tax statements should be sent to Roderick L. Slade, Trustee, 1441 Wild Plum Court, Klamath Falls, OR 97601.

The seller agrees that at seller's expense and within _____ days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns.

But in case the buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the seller shall have the following rights:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;
- (2) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all the right and interest hereby created or then existing in favor of the buyer derived under this agreement shall utterly cease and the premises aforesaid shall revert and re-vest in the seller without any declaration of forfeiture or act of re-entry, or without any other act by seller to be performed and without any right of the buyer of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce the same, nor shall any waiver by said seller 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 20,000. ^① However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which): ^②

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

* BUYER: Comply with ORS 93.905 et seq prior to exercising this remedy.
NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,)
County of Washington) ss.
October 16, 1991.

Personally appeared the above named
William M. Berrigan &
Mary L. Berrigan

and acknowledged the foregoing instrument to be _____ voluntary act and deed.

Before me:
Lisa A. Agner
Notary Public for Oregon
My commission expires 8/11/95

STATE OF OREGON, County of _____) ss.
_____, 19____

Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

_____, a corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon
My commission expires: _____
(OFFICIAL SEAL)

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be conveyed, each instrument, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.
ORS 93.990 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON
COUNTY OF WASHINGTON
Subscribed and Sworn to before me this
22nd Day of October, 1991.

Loree DeBeer
Notary Public 4-11-94

STATE OF OREGON, ss.
County of Klamath

Filed for record at request of:

Walton H. Reeve
on this 28th day of Oct. A.D. 19 91
at 10:14 o'clock A M. and duly recorded
in Vol. M91 of Deeds Page 22395
Evelyn Biehn County Clerk
By Douglas M. Henderson
Deputy.

Fee, \$33.00