

WARRANTY DEED

Vol. m92 Page 11307

45323

LELAND L. CHEYNE and BONITA H.

KNOW ALL MEN BY THESE PRESENTS, That  
CHEYNE, husband and wife,

hereinafter called the grantor, for the consideration hereinafter stated, to grantor paid by CARRIE B. WEISER  
and CATHERINE WEISER, as tenants in common  
the grantee, does hereby grant, bargain, sell and convey unto the said grantee and grantee's heirs, successors and  
assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or ap-  
pertaining, situated in the County of Klamath and State of Oregon, described as follows, to-wit:

The E $\frac{1}{2}$  of the NW $\frac{1}{4}$ , the E $\frac{1}{2}$  of the SW $\frac{1}{4}$ , and the SE $\frac{1}{4}$  of Section 5; the W $\frac{1}{2}$  of  
the NE $\frac{1}{4}$ , and the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 8, all in Township 41 South,  
Range 10 East of the Willamette Meridian; and the Ep of the SW $\frac{1}{4}$  of Section  
32, Township 40 South, Range 10 East of the Willamette Meridian, according  
to the official plat thereof on file in the office of the County Clerk of  
Klamath County, Oregon.

ALL SUBJECT TO: (1) 1975-76 taxes; (2) Liens and assessments of Klamath  
Project and Klamath Irrigation District, and regulations, easements,  
contracts, water and irrigation rights in connection therewith; (3) Reserva-  
tions contained in Deed from August L. Andrieu, also known as Auguste L.  
Andrieu, Auguste Leon Andrieu and A. L. Andrieu and Mary C. Andrieu, also  
known as Marie C. Andrieu, his wife, to Leon R. Andrieu and Minnie R.

(CONTINUED ON REVERSE)

(IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.  
And said grantor hereby covenants to and with said grantee and grantee's heirs, successors and assigns, that  
grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances

and that  
grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims  
and demands of all persons whomsoever, except those claiming under the above described encumbrances.  
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 95,000.00

the whole consideration which is the sum of the above stated dollars and no other consideration has been paid or given for the premises hereinafter described.

In construing this deed and where the context so requires, the singular includes the plural and all grammatical  
changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 21st day of August, 1975;  
if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by  
order of its board of directors.

(If executed by a corporation,  
affix corporate seal)

Leland L. Cheyne  
Bonita H. Cheyne

STATE OF OREGON, )  
County of Klamath ) ss.  
September 15, 1975

Personally appeared the above named Leland  
L. Cheyne and Bonita H. Cheyne,  
husband and wife,

and acknowledged the foregoing instru-  
ment to be their voluntary act and deed.

(OFFICIAL  
SEAL)

Notary Public for Oregon  
My commission expires 10-29-75

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 be-  
half 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:

(OFFICIAL  
SEAL)

Notary Public for Oregon  
My commission expires:

Leland L. Cheyne & Bonita H. Cheyne  
Route 1, Box 598  
Klamath Falls, Oregon 97601  
GRANTOR'S NAME AND ADDRESS

Carrie B. Weiser & Catherine Weiser  
203 High Street  
Klamath Falls, Oregon 97601  
GRANTEE'S NAME AND ADDRESS

After recording return to:

Carrie B. Weiser Catherine Weiser  
203 High Street 3920 Grenada Way  
Klamath Falls, Oregon 97603  
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address.

Carrie B. Weiser Catherine Weiser  
203 High Street Same as above  
Klamath Falls, Oregon 97603  
NAME, ADDRESS, ZIP

STATE OF OREGON, ) ss.

County of

I certify that the within instru-  
ment was received for record on the  
day of , 19 ,  
at o'clock M., and recorded  
in book on page or as  
file/reel number  
Record of Deeds of said county.  
Witness my hand and seal of  
County affixed.

By

Recording Officer  
Deputy

Andrieu, husband and wife, dated January 15, 1949, recorded July 23, 1954, on page 221 of Volume 268 of Deeds, records of Klamath County, Oregon, as follows: "Subject to all exceptions and reservations, including right of way and joint use of canals ditches, dikes and roadways in accordance with contract of record, dated January 15, 1949, wherein Grantors are Vendors and Grantees are Purchasers," reference to which is hereby made; (4) Lease and agreement, including the terms and provisions thereof, dated October 6, 1971, recorded October 25, 1974, in Volume M74 page 13940, between Leland L. Cheyne and Bonita H. Cheyne as Lessors and Gulf Oil Corporation, a Pennsylvania Corporation, as Lessees; and (5) easements and rights of way of record or apparent on the land.

CONTRACT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, Made in triplicate this 21st day of August, 1975, by and between LELAND L. CHEYNE and BONITA H. CHEYNE, husband and wife, Route 1, Box 598, Klamath Falls, Oregon, hereinafter called Sellers, and CARRIE B. WEISER, 203 High Street, Klamath Falls, Oregon, and CATHERINE WEISER, acting by and through her Conservator Carrie B. Weiser, 3920 Grenada Way, Klamath Falls, Oregon, hereinafter called Buyers,

## WITNESSETH:

Sellers hereby agree to sell to Buyers, and the latter hereby agree to buy from the former, as tenants in common, the following described real property situated in Klamath County, Oregon.

The E $\frac{1}{2}$  of the NW $\frac{1}{4}$ , the E $\frac{1}{2}$  of the SW $\frac{1}{4}$ , and the SE $\frac{1}{4}$  of Section 5; the W $\frac{1}{2}$  of the NE $\frac{1}{4}$ , and the E $\frac{1}{2}$  of the NW $\frac{1}{4}$  of Section 8, all in Township 41 South, Range 10 East of the Willamette Meridian; and the E $\frac{1}{2}$  of the SW $\frac{1}{4}$  of Section 32, Township 40 South, Range 10 East of the Willamette Meridian, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

ALL SUBJECT TO: (1) 1975-76 taxes; (2) Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith; (3) Reservations contained in Deed from August L. Andrieu, also known as Auguste L. Andrieu, Auguste Leon Andrieu and A. L. Andrieu and Mary C. Andrieu, also known as Marie C. Andrieu, his wife, to Leon R. Andrieu and Minnie R. Andrieu, husband and wife, dated January 15, 1949, recorded July 23, 1954, on page 221 of Volume 268 of Deeds, records of Klamath County, Oregon, as follows: "Subject to all exceptions and reservations, including right of way and joint use of canals, ditches, dikes and roadways in accordance with contract of record, dated January 15, 1949, wherein Grantors are Vendors and Grantees are Purchasers," reference to which is hereby made; (4) Lease and agreement, including the terms and provisions thereof, dated October 6, 1971, recorded October 25, 1974, in Volume M74 page 13940, between Leland L. Cheyne and Bonita H. Cheyne as Lessors and Gulf Oil Corporation, a Pennsylvania Corporation, as Lessees; and (5) easements and rights of way of record or apparent on the land.

The total agreed purchase price for said real property is the sum of \$95,000.00, of which \$5,000.00 has been paid to Valley Realty, Merrill, Oregon, as earnest money. Buyers agree to pay the additional sum of \$22,500.00 down upon execution and delivery of this contract. Buyers agree to pay the remaining balance of \$67,500.00, plus interest on deferred principal thereof at the rate of 7 $\frac{1}{2}$ % per annum from August 15, 1975, until paid, in annual installments of not less than \$7,647.08 each, including said interest, with the first such payment to become due on November 1, 1976, and subsequent payments to become due on the first day of each November thereafter until the entire purchase price and interest has been paid. Additional payments may be made at any time without penalty,

except that no additional payments shall be made during the calendar year of 1975 without first securing the written consent of Sellers. All payments shall be made to United States National Bank, Klamath Falls, Oregon, the escrow holder herein.

It is understood between the parties hereto that Catherine Weiser is acting by and through her Conservator, Carrie B. Weiser; and this contract is contingent upon its approval by the Circuit Court of the State of Oregon for Klamath County.

SELLERS FURTHER AGREE TO DO THE FOLLOWING:

1. Give Buyers possession of said real property upon execution and delivery of this contract and upon payment of the balance of said down payment.
2. Furnish Buyers with and pay the premium for a purchasers policy of title insurance in the amount of \$95,000.00, subject only to the standard exceptions of Title Insurance Company of Oregon and those mentioned herein.
3. Execute a good and sufficient deed in warranty form, conveying said real property to Buyers in fee simple as tenants in common, and to deposit said deed in escrow with United States National Bank, Klamath Falls, Oregon, with instructions to deliver the same to Buyers, or either of them, upon payment in full of said purchase price and interest as herein provided.
4. Pay that portion of the 1975-76 taxes assessed against said real property accruing prior to August 16, 1975.
5. Pay one-half the escrow charges in connection with this sale.

BUYERS FURTHER AGREE TO DO THE FOLLOWING:

1. Make all payments called for herein promptly, not later than thirty days after due dates thereof, time being in all respects of the essence of this agreement.
2. Promptly pay all taxes and assessments accruing against said real property subsequent to August 15, 1975, and promptly pay all indebtedness incurred by their acts which may become a lien against said real property.
3. Pay one-half the escrow charges in connection with this sale.

The parties hereto understand that the above described real property and other property owned by Sellers is subject to a lease and agreement with Gulf Oil Corporation, a Pennsylvania Corporation, dated October 6, 1971, by the terms of which the Lessee has agreed to pay the sum of \$1.00 per acre per year rental until commencement of drilling operations by Lessee, and certain royalty payments in the event sufficient power potential or extractable minerals in commercially paying quantities is developed by Lessee on the leased land. Sellers agree to pay to Buyers the annual rental payments of \$1.00 per acre allocable to the land being purchased by Buyers herein, which for the purposes of this paragraph shall be deemed to be 560 acres. In the event geothermal power or extractable minerals in commercially paying quantities is developed on the land being purchased by Buyers, Sellers and Buyers shall share equally in the royalty payments under said lease and agreement. Buyers acknowledge having received a copy of said lease and agreement with Gulf Oil Corporation.

Buyers understand that said real property has been specially assessed as farm land, and that they must apply to the Klamath County

Assessor for continuation of such special assessment within sixty days from date of this contract in order to avoid the assessment of additional taxes for the years since October 5, 1968. Buyers agree to apply to said Assessor for assessment of said land for farm use within said period of time.

Should Buyers fail to keep the said property clear of past due taxes, liens, assessments or other charges imposed against the same, it is agreed that Sellers may, at their option, without notice and without waiver of such default, pay such taxes, liens or assessments, or any part thereof; and any payments so made by Sellers shall become immediately due and payable from Buyers to Sellers, and the latter then shall be entitled to interest on any amount or amounts so paid at the rate of 10% per annum from date of payment until reimbursed.

Should Buyers fail to perform any of the terms of this contract, time of payment and performance being of the essence, Sellers shall, at their option, subject to the requirements of notice as herein provided, have the following rights: (a) to foreclose this contract by strict foreclosure in equity; (b) to declare the full unpaid balance of the purchase price immediately due and payable; (c) to specifically enforce the terms of this contract by suit in equity; or (d) to declare this agreement null and void as of the date of the breach of contract and to retain as liquidated damages the amount of any payments theretofore made under this contract. If Sellers elect to declare this agreement null and void, all of the right, title, and interest of Buyers shall revert to and revest in Sellers without any act of reentry or without any other act by Sellers to be performed; and Buyers agree, in such event, to peaceably surrender the premises to Sellers, and in default of such delivery, Buyers may, at the option of Sellers, be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such.

Buyers shall not be deemed in default for failure to perform any covenant or condition of this contract, including failure to make payments as herein provided, until notice of said default by Sellers to Buyers, and Buyers shall have failed to remedy said default within thirty days after the giving of such notice. Notice for this purpose shall be deemed to have been given upon the deposit in the mails of a certified letter containing said notice and addressed to Buyers at 203 High Street, Klamath Falls, Oregon.

Waiver by Sellers of any breach of any of the terms of this agreement shall not be considered a waiver of subsequent breaches, if any. In the event Sellers or Buyers file suit or action to enforce any of the provisions hereunder, the prevailing party shall be entitled to recover their reasonable attorney's fees in such suit or action as determined by the Court.

This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs, successors and assigns.

IN WITNESS WHEREOF, said parties hereunto set their hands.

Leland L. Cheyne  
Leland L. Cheyne

Bonita H. Cheyne  
Bonita H. Cheyne

Carrie B. Weiser  
Carrie B. Weiser

Catherine Weiser

By Carrie B. Weiser  
Carrie B. Weiser, Conservator of  
The Estate of Catherine Weiser

11312

STATE OF OREGON )  
 )ss.  
 County of Klamath)

On this 15th day of September, 1975, before me, Wilbur O. Brickner, a Notary Public for Oregon, personally appeared the above named Leland L. Cheyne and Bonita H. Cheyne, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Wilbur O. Brickner  
 Notary Public for Oregon  
 My commission expires: 10-29-75

STATE OF OREGON )  
 )ss.  
 County of Klamath)

On this 15th day of September, 1975, before me, Wilbur O. Brickner, a Notary Public for Oregon, personally appeared the above named Carrie B. Weiser and Catherine Weiser, acting by and through her Conservator Carrie B. Weiser, and acknowledged the foregoing instrument to be her voluntary act and deed.

Wilbur O. Brickner  
 Notary Public for Oregon  
 My commission expires: 10-29-75

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Catherine WEiser the 26th day  
 of May A.D., 19 92 at 3:32 o'clock P.M., and duly recorded in Vol. M92  
 of Deeds on Page 11307

FEE \$55.00

Evelyn Biehn, County Clerk

By Caroline M. Biehn