

'93 FEB 8 PM 3 44

AFFIDAVIT OF MAILING NOTICE RE
REAL ESTATE FORFEITURE

MTC 29297

STATE OF OREGON)
) ss
County of Multnomah)

I, L. Leslie Bush, being first duly sworn do depose and say that:

1. I am one of the attorneys for Luise Lane, contract vendor in that certain contract dated April 25, 1979, the memorandum of which was recorded on May 15, 1979 in Volume M79, page 11112, microfilm records of Klamath County, Oregon, for the following described real property:

The East 1/2 of the West 1/2 of Section 35,
Township 39 South, Range 12 East of the
Willamette Meridian, Klamath County, Oregon.

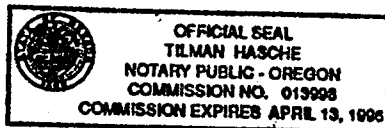
2. That on February 4, 1993, I mailed notice by first class mail and by first class-certified mail with return receipt requested on the following parties:

C.G. and Marilyn L. Reddell
Route 1 Box 15
Bonanza, Oregon 97623

3. This affidavit is made in compliance with ORS 93.915(4).

L. Leslie Bush
L. LESLIE BUSH

SUBSCRIBED AND SWORN to before me this sixth day of February, 1993.



Tilman Hasche
Notary Public for Oregon
My Commission Expires: 02/06/93

LESLIE BUSH
TERRANCE HUNT
JAMES L. LANE
RICHARD J. PARKER
TILMAN HASCHÉ

Parker & Bush

ATTORNEYS

A PROFESSIONAL CORPORATION

1618 S.W. FIRST AVENUE, SUITE 205
PORTLAND, OREGON 97201-5709
(503) 241-1320

2869

VANCOUVER, WA.
(206) 690-8423

ADMITTED IN WA. AND OR.

FAX NO. (503) 323-9058

February 4, 1993

C.G. and Marilyn L. Reddell
Route 1 Box 15
Bonanza, Oregon 97623

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Re: Real Estate Contract

Dear Mr. and Mrs. Reddell:

I have been retained by Luise Lane to contact you about your delinquency in the real estate contract you have with Mrs. Lane. Enclosed is a copy of that contract dated April 25, 1979, and a copy of the Addendum dated June 6, 1987.

You are currently in default of the Addendum and Contract in that you have failed to make either the interest or principal payments due on April 25, 1992 and the balloon payment of \$50,000 that was due on that date. Further, you are in breach of paragraph 5 of the Addendum in that you have failed to pay property taxes when due and to provide proof of such payment to the seller.

Last Spring, you advised Mrs. Lane that you would not be able to make the full annual payment or the balloon payment that was due on the contract. You further advised Mrs. Lane that you were selling a piece of property in Klamath Falls which you believed would produce sufficient funds to at least pay the property taxes and the interest portion of the 1992 annual payment. Through the remainder of the year, Mr. Lane called and you advised him that the property had been sold but that you had applied the proceeds elsewhere, and that you were only able to pay a portion of the back taxes.

Despite your claim that the sale of your \$15,000 initial interest in a limited partnership might generate funds that could be used to pay the arrearages on the contract, there is no basis to believe that you can generate either the \$64,645.95 that was the total owing on April 25, 1992, nor the \$79,291.56 that will be due April 25, 1993. There was even doubt on your part that you could sell the interest in the first quarter of 1993.

Letter to Reddell
February 4, 1993
Page 2

Under the provisions of ORS 93.915(3)(b), you will have ninety (90) days from the date of this letter in which to cure the defaults specified above. This includes payment of \$64,645.95 on the contract balance, plus the balance owing on the property taxes. This will require such cure to be complete on or before May 6, 1993. Failure to so cure the breaches will result in your forfeiture of your interests in the real property described in the attached contract.

Because of the need to make arrangements for the farming of the property prior to the forfeiture date, we would appreciate your advising us, by April 1, 1993, of any ideas or intentions you may have for curing the default. I look forward to hearing from you.

Sincerely yours,

L. Leslie Bush

LLB/rds
enc

cc: Mr. and Mrs. Reddell, regular mail w/encl.
L. Leslie Lane
Mountain Title Co. of Klamath County w/encl.
file: lal3r-5247-70

CONTRACT OF SALE

THIS CONTRACT, Made this 25th day of April, 1979, between
LUISE L. LANE, hereinafter called the Seller, and C. G. REDDELL and
MARILYN J. REDDELL, hereinafter called the Buyer,

WITNESSETH: That in consideration of the agreement herein
contained and the payments to be paid by buyer to seller, seller hereby
agrees to sell to buyer and buyer hereby agrees to buy from seller the
following described real property, situate in the County of Klamath,
State of Oregon, to-wit:

The E 1/2 of the W 1/2 of Section 35, Township 39
South, Range 12 East of the Willamette Meridian.

SUBJECT to the reservations and restrictions and
rights of way of record and those apparent on the
land.

AND ALSO SUBJECT to the mortgage, including the
terms and provisions thereof, with interest thereon
and such future advances as may be provided therein
given to secure the payment of the present balance
of approximately THIRTY-THREE THOUSAND and NO/100
Dollars (\$33,000.00). Dated: December 14, 1973
Recorded: January 25, 1974 Book: M-74 Page: 823
Mortgagor: James Lane and Luise L. Lane
Mortgagee: Circle Five Ranch, Inc.

together with a sprinkler system valued at Six Thousand and no/100
Dollars (\$6,000.00), for the sum of ONE HUNDRED EIGHTY-TWO THOUSAND, FIVE
HUNDRED and NO/100 Dollars (\$182,500.00) hereinafter called the purchase
price on account of which the sum of NINETEEN THOUSAND, FIVE HUNDRED and
No/100 Dollars (\$19,500.00) is paid on the execution hereof (the receipt
of which is hereby acknowledged by the seller); the buyer agrees to pay
the remainder of said purchase price (to-wit: \$163,000.00) in the
following manner:

ONE HUNDRED THIRTEEN THOUSAND and No/100 Dollars (\$113,000.00)
to be paid in annual installments commencing on the 25th of April,

1980, in the sum of FOURTEEN THOUSAND, SIX HUNDRED, FORTY-FIVE and .93/100 Dollars (\$14,645.93), said sum including interest at Nine and Three-fourths percent (9 3/4%) and a like sum on the 25th day of April, 1981, and each year thereafter until the whole thereof including interest and principal is paid in full. At the option of the buyer, buyer may pay in any one year three annual payments without penalty. In the event buyer pays more than the total of three annual payments in any one year, he shall pay for such privilege the sum of One percent (1%) of the remaining unpaid balance. The remaining FIFTY THOUSAND and No/100 Dollars (\$50,000.00) is payable on the 25th day of April, 1990, provided, however, that an annual interest payment at the rate of Nine and three-fourths percent (9 3/4%) of the balance outstanding, is paid on the 25th day of ^{April} 1980, and each year thereof through and including the 25th day of April, 1990. At the option of the buyer, buyer may pay any amount of the principal remaining of the FIFTY THOUSAND and No/100 (\$50,000.00) in any one year at the time of the annual payment without penalty.

TAXES on said premises for the current tax year shall be prorated between the parties as of the date of this contract. Irrigation taxes and charges shall be paid by the buyer for the 1979 irrigation season and each year thereafter during the term of this contract.

The Seller agrees to hold buyer harmless from the mortgage herein and above referred to and agrees pursuant to this agreement to make payments to Circle Five Ranch, Inc., in the amount and according to the conditions required in said mortgage and to keep buyer advised of the current status of said mortgage and the payments made thereon.

The buyer warrants to and covenants with the seller that the real property described in this contract is primarily for buyer's personal, family, household or agricultural purposes.

The buyer shall be entitled to possession of said lands upon the execution of this agreement and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof becomes past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than the insurable value in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall

bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 60 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in 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, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his 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 his assigns.

And it is understood and agreed between parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 45 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights:

- (1) to declare this contract null and void,
- (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable,
- (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

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 his 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 \$182,500.00.

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, 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.

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 triplicate on the date first above written.

C. G. Reddell
C. G. Reddell

Luisse L. Lane
Luisse L. Lane

Marilyn J. Reddell
Marilyn J. Reddell

STATE OF OREGON)
) SS
County of Klamath)
_____, 1979.

Personally appeared the above
name C. G. Reddell
Marilyn J. Reddell
Luisse L. Lane

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

Before me:

Karen S. Hamilton
NOTARY PUBLIC FOR OREGON
My Commission Expires:
Oct 30, 1981

ADDENDUM TO CONTRACT

2878

THIS ADDENDUM, made this 5th day of June, 1987 between LUISE L. LANE, hereinafter called the Seller and C. G. REDDELL and MARILYN J. REDDELL, husband and wife, hereinafter called the Buyers shall amend the prior Contract of Sale, entered into by Seller and Buyers, dated 25 April 1979 for the sale of certain real property, situated in the County of Klamath, State of Oregon, to wit: the E 1/2 of the W 1/2 of Section 35, Township 39 South, Range 12 East Willamette Meridian.

The above referenced Contract is amended as follows:

1. Payments of principal on the outstanding balance of this contract approximating \$128, 839.78 shall be deferred for a period of two years from April 25, 1987. Annual interest payments of \$12,778.45 shall not be deferred and shall be paid annually.
2. Commencing on April 25, 1989, Buyers will resume their annual payment of \$19,520.93 which shall be apportioned to interest and principal as provided for in the original contract dated 4/25/79.
3. The balloon payment of Fifty Thousand dollars (\$50,000.00) due from Buyers to Seller on 4/25/90 will be deferred until 4/25/92 when it will become due and payable.
4. Buyers agree and do hereby execute and give to Seller, a Bargain and Sale Deed for the transfer and sale of the above property to Seller who shall hold such Deed until the full payment of all sums owing from Buyers to Seller under the terms of the original contract is made. Seller shall be entitled to

the additional remedy, for late payment by Buyers or the breach, by Buyers, of any other condition of the original contract, of recording said deed. A copy of said Deed is attached to this Agreement as Exhibit "A".

5. Buyers agree to immediately pay all past due property taxes on the above property, to provide proof of such payments to Seller, and to pay future property taxes when due, providing proof of such payment to Seller.

5. Buyers hereby grant to Seller, as additional security, a security interest in the following personal property:

- 1 - Western 4" 1/4 mile wheel line
- 1 - Crown "M" 4" 1/4 mile wheel line
- 1 - Berkley 40 HP 950gal/min flow pump Serial # _____

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate on the dates indicated below. EXECUTED this 6th day of June, 1987.

Luise L. Lane
LUISE L. LANE

The above LUISE L. LANE personally appeared before me and acknowledged the foregoing instrument to be her voluntary act and deed.

James J. Lane
Notary Public for Oregon
My Commission Expires: 12-4-87

EXECUTED this 11 day of SEP, 1987.

C. G. Reddell
C. G. REDDELL
Marilyn J. Reddell
MARILYN J. REDDELL

The above C.G. REDDELL and MARILYN J. REDDELL personally appeared before me and acknowledged the foregoing instrument to be their voluntary act and deed.



Merrill A. Frankel
Notary Public for ~~Oregon~~ California
My Commission Expires: 10/5/90

KNOW ALL MEN BY THESE PRESENTS, That C. G. REDDELL and MARILYN J. REDDELL

hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto LUISE L. LANE

hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

The E 1/2 of the W 1/2 of Section 35, Township 39 South, Range 12 East Willamette Meridan

Subject to the reservations and restrictions and rights of way of record and those apparent on the land.

(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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole part of the consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)

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 day of June, 19 87; 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.

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.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

(ORS 194.570)

STATE OF OREGON,

County of Klamath

ss.

The foregoing instrument was acknowledged before me this 19, 1987, by

Notary Public for Oregon

(SEAL)

My commission expires:

STATE OF OREGON, County of ss.

The foregoing instrument was acknowledged before me this

19, 1987, by

president, and by

secretary of

a corporation, on behalf of the corporation.

Notary Public for Oregon

My commission expires:

(SEAL)

(If executed by a corporation, affix corporate seal)

C.G. Reddell & Marilyn J. Reddell

Route 1 Box

Bonanza, OR 97623

GRANTOR'S NAME AND ADDRESS

Luise L. Lane

4221 S.W. Patrick Place

Portland, OR 97201

GRANTEE'S NAME AND ADDRESS

After recording return to:

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of ss.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

SPACE RESERVED
FOR
RECORDER'S USE

KNOW ALL MEN BY THESE PRESENTS, That C. G. REDDELL and MARILYN J. REDDELL, hereinafter called grantor, for the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto LUISE L. LANE, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

The E 1/2 of the W 1/2 of Section 35, Township 39 South, Range 12 East Willamette Meridan

Subject to the reservations and restrictions and rights of way of record and those apparent on the land.

(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.
The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10.00.
However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.)
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 June day of June, 19 87;
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.

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.

(If the signer of the above is a corporation, use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

The foregoing instrument was acknowledged before me this June, 19 87, by

Notary Public for Oregon

(SEAL)

(ORS 194.570)

STATE OF OREGON, County of

The foregoing instrument was acknowledged before me this June, 19 87, by

president, and by

secretary of

a corporation, on behalf of the corporation.

Notary Public for Oregon

(SEAL)

STATE OF CALIFORNIA

COUNTY OF YOLO

ss.

On this 11th day of September, in the year 19 87, before me, the undersigned, a Notary Public in and for said State, personally appeared C. G. REDDELL and MARILYN J. REDDELL

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name are subscribed to the within instrument, and acknowledged to me that they executed it.

WITNESS my hand and official seal.

Notary Public in and for said State.



ACKNOWLEDGMENT - General - Wolcotts Form 233CA - Rev. 5-82
©1982 WOLCOTTS, INC.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Mountain Title Co the 8th day of Feb. A.D., 19 93 at 3:44 o'clock P M., and duly recorded in Vol. M93 of Deeds on Page 2868.

Evelyn Biehn
By Caroline Mueller

County Clerk

FEE \$75.00