

Until A Change is Requested, All Tax
Statements Shall Be Sent To The
Following Address:

Ret: → Bradley K. Dehart & Cheryl A. Dehart
2728 Gettle St. 839 W. Cascade
Klamath Falls, OR 97603 Redmond, OR 97756

Tax Acct. No. 3909-002CC-01200, Key Code No. 520181

REAL PROPERTY SALES CONTRACT

THIS CONTRACT made this 1st day of January, 1993,
between STANLEY DE HART and CHARLOTTE DE HART, of P.O. Box
256, Parkdale, OR 97041, as Sellers, and BRADLEY K. DE HART
and CHERYL DE HART of 2728 Gettle St., Klamath Falls, OR
97603, as Buyers, with all tax statements to be sent to this
address of buyers until a change is requested; (with the
plural in the following body of this contract to include the
singular when the above heading indicates a singular party);

WITNESSETH: That in consideration of the purchase
price and the agreements herein sellers agree to sell to
buyers and buyers agree to purchase the real property in
Klamath County, Oregon, described in the attached EXHIBIT "A"
for the purchase price of THIRTY-ONE THOUSAND EIGHT HUNDRED
TWENTY DOLLARS (\$31,820.00) of which ONE THOUSAND FOUR HUNDRED
DOLLARS (\$1,400.00) has been paid and the remaining balance
of THIRTY THOUSAND FOUR HUNDRED AND TWENTY DOLLARS (\$30,420)
buyers agree to pay in monthly installments of THREE HUNDRED
DOLLARS (\$300.00) each including interest at the rate of
nine percent. (9%) per annum from date of closing until paid,
with the first of such installments to be paid on or before
the 1st day of February, 1993, and subsequent payments on the
1st day of each month thereafter until the entire amount due
hereon, both principal and interest, has been paid in full,
and in addition thereto the parties agree:

PREPAY PRIVILEGES: Buyers shall have the privilege of increasing any installment or prepaying the whole consideration at any time; provided that no additional payments shall be credited as regular future payments nor excuse buyers from making the regular installments provided for in this contract.

TAXES: All current taxes levied against the above described property for the current year shall be prorated between sellers and buyers as of the 1st day of January, 1993. Buyers agree to pay all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the property.

INSURANCE: Buyers agree to keep all insurable buildings on said premises insured against loss by fire or other casualty with extended coverage clause attached to said policy in an amount not less than 80% of the full insurable value thereof in some fire insurance company doing business within the State of Oregon, with the loss payable to the parties hereto as their interest appears at the time of the loss. Any amount received by sellers under insurance policy in payment of a loss shall be held in abeyance for a period of 40 days. If the costs to repair or replace the loss is of such amount that the insurance payment will meet the costs of the same, or if the insurance payment together with funds put up by the buyers will meet the costs of the same, and buyers within 20 days of the date of the loss notify the sellers in writing that the buyers intend to repair or rebuild the improvements that were damaged or destroyed and thereafter within 40 days of the date of said loss, repair or reconstruction of the damages has begun and is carried through to completion within a reasonable period of time, then and in that event the buyers shall have the right to have the amount of the insurance loss received by the sellers applied to the payment of the costs of the repairs or reconstruction after first furnishing to sellers evidence that any debts and liens against the premises due to the construction or repairs have been or will be released. If the insurance proceeds are not so applied to repairs or reconstruction within the 40 days, then the insurance proceeds shall be applied to the last maturing installment coming due under the terms of this contract. Buyers promise and agree to promptly deliver the fire insurance policy or a certificate thereof to sellers.

POSSESSION: Buyers shall be entitled to possession of the premises as of the 1st day of January, 1993. If the present fire insurance policy is continued, buyers will promptly pay, in addition to the purchase price, the prorated unused portion of the insurance premium as of the date of possession.

ASSIGNMENTS: The rights of the buyers herein shall not be assigned in whole or in part, voluntarily or by operation of law, without the written consent of the sellers, and said consent shall not be arbitrarily withheld, and if they should be so assigned without written consent, the sellers may at their election, or at any time thereafter, declare the

remaining purchase price and all sums due hereunder, immediately due and payable.

IMPROVEMENTS, ALTERATIONS AND REPAIRS: Buyers agree that all improvements now located or which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed, nor shall any alterations be made thereto, at any time prior to the expiration of this agreement without the written consent of sellers. Buyers shall not commit or suffer any waste of the property, or of any improvements thereon, and shall maintain the property, and all improvements now or hereafter placed thereon, in good condition and repair.

DELIVERY OF DEED: Upon payment of the entire purchase price for the property and performance by buyers of all other terms and conditions and provisions hereof, sellers shall forthwith deliver to buyers a Warranty Deed conveying said property free and clear of all liens and encumbrances, except as herein provided and those placed upon the property or suffered to come thereon by buyers after this date.

REPRESENTATIONS: Buyers certify that they have accepted and entered into this contract on the basis of their own examination and personal knowledge of the premises and their opinion of the value thereof; that no attempt has been made to influence their judgment and no representation as to the applicability of laws and regulations of any public authority affecting the premises and the use thereof, conditional or otherwise, has been made by sellers or by any agent of sellers; that no representations as to the condition or repair of said premises have been made by sellers or by any agent of sellers; that no agreement or promise to alter, repair, or improve said premises has been made by sellers or by any agent of sellers; and buyers take said property and the improvements thereon in the condition existing at the time of this agreement.

The buyers have been informed and hereby acknowledge that the firm of PARKER, BOWE & BLAKELY, P.C., is acting as the attorney for the sellers and is not in any manner representing the interest of the buyers or giving legal advice to buyers in connection with this contract of sale.

WAIVER: Failure by sellers at any time to require performance by buyers of any of the provisions hereof shall in no way affect the sellers' rights hereunder to enforce the same, nor shall any waiver of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

SUCCESSOR INTERESTS: The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

ATTORNEY FEES: In case litigation is instituted arising directly or indirectly out of this contract, the prevailing party shall be entitled to reasonable attorney fees upon trial or any appeal.

NOTICES: Any notices to be sent by buyers to sellers or by sellers to buyers with regard to this Real Property Sales Contract shall be mailed by certified mail, return receipt requested, at the address listed below, or such other address as sellers or buyers shall provide to each other in writing:

SELLERS: Stanley and Charlotte De Hart
P.O. Box 256
Parkdale, OR 97041

BUYERS: Bradley and Cheryl De Hart
2728 Gettle St.
Klamath Falls, OR 97603

DEFAULT PROVISIONS: In the event that buyers shall fail to perform any of the terms of this agreement, 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;
- (d) To declare a forfeiture pursuant to ORS 93.910.

Buyers shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by sellers to buyers and buyers shall have failed to remedy said default within 30 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to buyers at the address given above.

If buyers shall fail to make payment as herein provided and said failure shall continue for more than 30 days after the payment becomes due, buyers shall be deemed in default and sellers shall not be obligated to give notice to buyers of declaration of said default.

TENANCY: Sellers hold the property being sold as tenants by the entirety and take all payments coming due under the terms of this contract as joint tenants with the right of survivorship and not as tenants in common and in the event of death of one of the sellers the survivor shall be entitled to all unpaid amounts coming due under the terms of this contract and to all other rights of the sellers herein and shall be obligated to give the deed mentioned above.

EXHIBIT "A"

The East 75 feet of Block 13, ST. FRANCIS PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO AND EXCEPTING THEREFROM:

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
2. The premises herein described are within and subject to the statutory power of assessment, of Enterprise Drainage District.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath County Drainage District.
4. Reservations and restrictions in Deed from Geo. S. Rusco, et ux to B. Frank Owens dated November 3, 1948 and recorded November 28, 1949 in Volume 235, page 339 Deed Records of Klamath County, Oregon, as follows:

"First-- The value of dwelling houses to be constructed on said property shall be in the amount of no less than \$2,000.00 on approved floor plans, designs and mode of construction to be approved by grantors or assigns, Second--The principal buildings shall be built on a building line 25 feet from property lines fronting streets and no permanent fences or other building shall be built nearer the street than the front line of the principal building."

5. Reservations contained in plat dedication, to wit:

"Saving and excepting the right is hereby reserved by the dedicators, their heirs, successors and assigns the privilege to install, operate, maintain, repair and remove water, sewer and gas pipes, conduits, ditches and mains and electric light and telephone poles and wires, on, across, under and over the said streets, alleys boulevards and lots."

SMOKE DETECTOR: Sellers represent that they have installed smoke detectors as required by Oregon State law.

THE PROPERTY DESCRIBED IN THIS INSTRUMENT MAY NOT BE WITHIN A FIRE PROTECTION DISTRICT PROTECTING STRUCTURES. THE PROPERTY IS SUBJECT TO LAND USE LAWS AND REGULATIONS, WHICH, IN FARM OR FOREST ZONES, MAY NOT AUTHORIZE CONSTRUCTION OR SITING OF A RESIDENCE. 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 AND EXISTENCE OF FIRE PROTECTION FOR STRUCTURES.

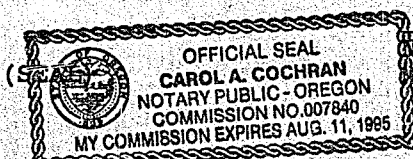
The undersigned acknowledge receipt of a copy of this contract before signing same.

WITNESS the hands and seals of the parties hereto the day and year first hereinabove written.

Stanley DeHart
Charlotte DeHart
 Sellers
Bradley K. DeHart
Cheryl DeHart
 Buyers

STATE OF OREGON)
) ss.
 County of Hood River)

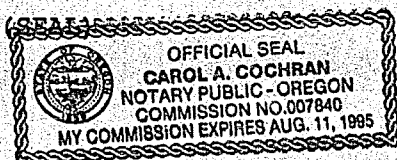
The foregoing instrument was acknowledged before me this 30th day of January, 1994, by Stanley DeHart
Charlotte DeHart



Carol A. Cochran
 Notary Public for Oregon
 My Commission Expires: 8-11-95

STATE OF OREGON)
) ss.
 County of Hood River)

The foregoing instrument was acknowledged before me this 30th day of January, 1994, by Bradley K. DeHart
Cheryl DeHart



Carol A. Cochran
 Notary Public for Oregon
 My Commission Expires: 8-11-95

STATE OF OREGON, ss.
 County of Klamath

Filed for record at request of:

Bradley K. DeHart
 on this 20th day of June A.D., 1994
 at 1:25 o'clock P. M. and duly recorded
 in Vol. M94 of Deeds Page 19249
 Evelyn Biehn County Clerk
 By Debra M. Henderson
 Deputy.

Fee, \$55.00