

## 1 CONTRACT OF SALE

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3 THIS CONTRACT is made as of the 23 day of September, 1994, by  
4 DAVID G. CRIDER and LINDA S. CRIDER, husband and wife, whose address  
5 is H.C. 32 Box 80, Gilchrist, Oregon 97737, herein called "Seller",  
6 and JOEL GARRICK whose address is 1115 Cascade Drive, Everett,  
7 Washington 98203, herein called "Purchaser".

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## W I T N E S S E T H:

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Seller agrees to sell to Purchaser and Purchaser agrees to  
10 purchase from Seller for the price and on the terms and conditions  
11 set forth below that certain real property and all improvements  
12 thereon, situated in Klamath County, State of Oregon, described as  
13 PARCEL #3, more particularly described in Exhibit "A" attached hereto  
14 and specifically incorporated herein. Such property described as  
15 PARCEL #3 in Exhibit "A" is referred to herein as " the property".

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## PURCHASE PRICE AND PAYMENT:

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Purchaser promises to pay as the total purchase price for the  
18 property the sum of \$ 10,000.00. Such amount shall be paid as follows:

19

The down payment of \$ 2,000.00 to be paid on the 7th day of  
20 September 1994 to Seller. The entire balance of \$ 8,000.00 shall be  
21 paid in monthly installments of not less than \$ 105.72, including  
22 interest at the rate of ten percent (10%) per annum on the unpaid  
23 balances, the first of such installments to be paid on the 15th day  
24 September, 1994, and subsequent installments to be on the 15th day  
25 of each month thereafter; provided, however, the entire price,  
26 including principal, interest and late charges, shall be paid in

27 full, on or before September 15, 2004. Interest on all unpaid

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AFTER RECORDING RETURN TO  
KENCO DATA SERVICES, INC.  
PO BOX 6898  
Bend OR 97708

MAIL TAX STATEMENTS  
TO: Joel Garrick  
1115 Cascade Dr  
Everett WA 98203

28 balances shall commence on October 1, 1994. Each payment shall be  
29 applied first to interest to the due date and balance to principal.

30 Irrespective of the remedies hereinafter provided for, should the  
31 Purchaser fail to pay the monthly installments within ten (10) days  
32 from the due date such installment payments are due, Purchaser agrees  
33 to pay to Seller a penalty in the amount of ten percent (10%) of any  
34 monthly payment which is late, which penalty shall be paid at the time  
35 said monthly payment is made.

36 PREPAYMENT:

37 The purchaser shall have the privilege of increasing any monthly  
38 payment or prepaying the whole consideration at any time, provided that  
39 additional payments shall not excuse Purchaser from making the regular  
40 monthly payments provided for in this Contract until the remaining  
41 balance has been paid in full.

42 POSSESSION:

43 Purchaser shall be entitled to possession of the property from  
44 and after September 15, 1994.

45 DEED:

46 Upon payment of the total purchase price for the property as  
47 provided herein, and performance by Purchaser of all other terms,  
48 conditions and provisions hereof, Seller shall forthwith deliver to  
49 Purchaser a good and sufficient warranty deed conveying the property  
50 free and clear of all liens and encumbrances, excepting those placed  
51 upon the property or suffered by Purchaser subsequent to the date of  
52 this Contract and excepting Reservations in patents.

53 TAXES:

54 Purchaser agrees to pay when due all taxes and assessments which

55 are thereafter levied against the property, including any delinquent  
56 taxes on the date Purchaser takes possession, and to keep the Property  
57 free from all public, municipal and statutory liens which may be  
58 thereafter lawfully imposed upon the Property.

59       ESCROW:

60       This Contract and the aforementioned Warranty Deed signed by  
61 Seller shall be deposited with KENDO DATA SERVICES, INC. P.O. Box 6892  
62 Bend, Oregon 97708 in an escrow account.

63       Upon payment in full under the terms hereof, Warranty Deed shall  
64 be delivered to Purchaser.

65       The Escrow Collection instructions are as follows:

- 66       1. This Contract to be recorded in Klamath County.
- 67       2. The present principal balance unpaid \$ 8,000.00 to be paid in  
68       installments of \$ 105.72 per month including interest at the  
69       rate of 10.0% per annum on the unpaid balances. Payment start  
70       September 15, 1994 and Interest starts on October 1, 1994.  
71       Subsequent installments due as follows: a like payment on or  
72       before the 15th day of each and every month thereafter until  
73       September 15, 2004, when the entire unpaid balance shall  
74       become due in full.
- 75       3. The Sellers are to notify KENDO, in writing, when the Davidsons  
76       have been paid in full. A statement shall also be given by the  
77       Davidson and at that time the proceeds shall be remitted to  
78       the Sellers.
- 79       4. KENDO DATA SERVICES, INC. is hereby instructed to collect 1/12  
80       of the annual taxes along with payment. This amount initially  
81       will be \$ 20.00. per month. The tax reserve will be held by

82 KENCO in a non interest bearing account. KENCO will pay the  
83 taxes when presented with a tax bill. In the event the reserve  
84 account is short the Purchaser agrees to immediately pay the  
85 amount of the shortage. Upon written instructions from the  
86 the principals the reserve account will be adjusted. When the  
87 account is paid in full any reserves will be disbursed per  
88 instructions from the purchaser.

- 89 5. The Purchaser agrees to pay the setup fee of \$62.00.  
90 6. The Purchaser agrees to pay collection fee of \$5.00 per month.  
91 7. Remittances are to be made to Branceford V. Davidson and  
92 Wanda J. Davidson 16557 Beaver Drive Bend Oregon 97707.  
93 8. The total monthly periodic payment from Purchaser to KENCO  
94 is: \$ 130.72 including service fees.  
95 9. Pro-rate the current taxes and collect from Seller that amount  
96 due to this date. Foward said amount to Klamath County Tax  
97 Collector.

98 DEFAULT:

99 It is understood and agreed between the parties that time is of  
100 the essence of this Contract, and in case the Purchaser shall fail to  
101 make the payments above required, or any of them, punctually within  
102 20 days of the time limited therefor, or fail to keep any agreement  
103 herein contained, then the Seller shall have the following rights and  
104 options:

- 105 1. To declare this contract cancelled for default and null and  
106 void, and to declare the Purchaser's rights forfeited and  
107 the debt extinguished, and to retain sums previously paid

- 108 hereunder by the Purchaser; Seller to comply with ORS 93.905  
109 et seq prior to exercising this remedy.
- 110 2. To declare the whole unpaid principle balance of the purchase  
111 price with the interest thereon at once due and payable; and/or  
112 3. To foreclose this contract by suit in equity.
- 113 4. The Purchaser fails to perform any other obligation imposed by  
114 Contract and does not correct or commence correction of such  
115 failure within fifteen (15) days after receipt of written  
116 notice from Seller specifying the manner in which Purchaser  
117 is in default; or
- 118 5. Purchaser becomes insolvent, a receiver is appointed to take  
119 possession of all or a substantial part of Purchaser's  
120 properties, Purchaser makes an assignment for the benefit of  
121 creditors or files a voluntary petition in bankruptcy, or  
122 Purchaser is subject of as involuntary petition in bankruptcy  
123 which is not dismissed within ninety (90) days. The  
124 occurrence of any of these events shall constitute a default  
125 hereunder.
- 126 6. Should the Purchaser fail to so surrender the Property, Seller  
127 may at his option treat Purchaser as tenant holding over  
128 unlawfully after the expiration of a lease and Purchaser may  
129 be evicted and removed as such.

130 MAINTENANCE AND INSURANCE:

131 Commencing with the possession date and thereafter at all times  
132 during the term of the Contract. Purchaser shall with respect to the  
133 property do the following:

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- 134 1. Promptly comply with all laws, ordinances, regulations,  
135 directions, rules and requirements of all governmental  
136 authorities applicable to the use or occupancy of the  
137 property, and in this connection promptly make all required  
138 repairs, alterations and additions.
- 139 2. Keep all improvements now existing or which shall hereafter  
140 be placed on the property insured against fire and other  
141 casualties covered by a standard policy of fire insurance  
142 with extended coverage endorsements. The policy shall be  
143 written to the full insurable value with loss payable to  
144 Branceford Davidson and Seller. Certificates evidence the  
145 policies shall be delivered to Seller and shall contain a  
146 stipulation providing that coverage will not be cancelled or  
147 diminished without a minium of ten (10) day notice to Seller.  
148 Seller may make proof of loss if Purchaser fails to do so  
149 within fifteen (15) days of the casualty.

150 REPRESENTATIONS AND CONDITION OF PROPERTY:

151 Purchaser accepts the land, buildings, improvements and all other  
152 aspects of the property in their present condition, AS IS, including  
153 latent defects, without any representations or warranties, expressed  
154 or implied, unless they are in writing signed by Seller. Purchaser  
155 agrees that he has ascertained, from other sources than Seller, the  
156 applicable zoning, building, housing and other regulatory ordinances  
157 and laws and that he accepts the property with full awareness of these  
158 ordinances and laws as they may affect the present use or any intended  
159 future use of the property and Seller has made no representation with  
160 respect thereto.

## 161 COST AND ATTORNEY FEES:

162 In the event suit or action is instituted to enforce any terms of  
 163 this Contract, the prevailing party shall be entitled to recover  
 164 from the other party such sum as the court may adjudge reasonable  
 165 as attorney's fees at trial or on appeal or such suit or action, in  
 166 addition to all other sums provided by law.

## 167 SUCCESSOR INTERESTS:

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

172 IN WITNESS WHEREOF, the parties have caused this Contract to  
 173 be executed as of this day and year first aboved written.

174 SELLER:

PURCHASER:

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David G. Crider  
 DAVID G. CRIDER

Joel Garrick  
 JOEL GARRICK

Linda S. Crider  
 LINDA S. CRIDER

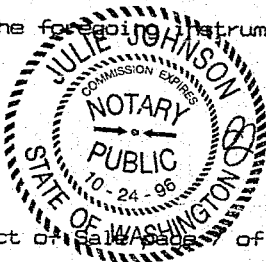
180 STATE OF WASHINGTON )

SS.

DATED : 9-23-94181 County of Snohomish

182 Personally appeared the above-named JOEL GARRICK and acknowledged

183 the foregoing instrument to be their voluntary act. Before me:



Julie Johnson  
 Notary Public for Washington  
 My Commission Expires:

JULIE JOHNSON

10-24-96

187 STATE OF OREGON )  
188 County of Deschutes ) ss.

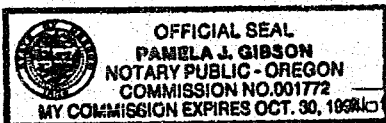
DATED : Oct 3, 1994

189 Personally appeared the above-named DAVID G. CRIDER and acknowledged  
190 the foregoing instrument to be their voluntary act. Before me:

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Pamela J. Gibson  
Notary Public for Oregon  
My Commission Expires:

Oct 30, 1994

194 STATE OF OREGON )  
196 County of Deschutes ) ss.

DATED : Oct 3, 1994

197 Personally appeared the above-named LINDA S. CRIDER and acknowledged  
198 the foregoing instrument to be their voluntary act. Before me:

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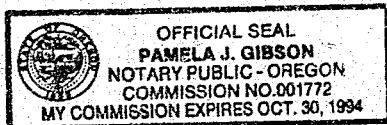
Pamela J. Gibson  
Notary Public for Oregon  
My Commission Expires:

Oct 30, 1994

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## EXHIBIT "A"

PARCEL #3 a parcel of land situated in the SE 1/4 SW 1/4 of section 30, T24S, R9E, W.M., Klamath County, Oregon, and more particularly described as follows:

BEGINNING AT A POINT, A#5 PLASTIC-CAPPED STEEL ROD, FROM WHICH THE S 1/4 CORNER OF SECTION 30 BEARS S 20 DEGREES 26' 33" E 1307.1 FEET; THENCE ALONG A LINE AT RIGHT ANGEL TO MAIN STREET PROJECTED, N 50 DEGREES 56' 36" W 120.0 FEET TO A #5 PLASTIC-CAPPED STEEL ROD; THENCE ALONG THE SE LINE OF MAIN STREET PROJECTED, N 39 DEGREES 03' 24" E 50.0 FEET TO A #5 PLASTIC-CAPPED STEEL ROD; THENCE ALONG A LINE AT A RIGHT ANGLE TO MAIN STREET PROJECTED, S 50 DEGREES 56' 36" E 120.0 FEET TO A #5 PLASTIC-CAPPED STEEL ROD; THENCE ALONG A LINE PARALLEL WITH MAIN STREET PROJECTED, S 39 DEGREES 03' 24" W 50.0 FEET TO THE POINT OF BEGINNING.

TAX LOT ACCOUNT 2409-30CD-01401

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Kenco Data Services Inc. the 7th day  
of Oct A.D., 19 94 at 9:40 o'clock A.M., and duly recorded in Vol. M94  
of Deeds on Page 31407  
Evelyn Biehn County Clerk  
By Pauline Mulendare

FEE \$75.00