AGREEMENT

ATC #751185

Vol. 195 Hage 2224

Option granted this 12th day of Nov. 1993, by John Batzer & Jeff Breitbarth Receinafter called the Optionor to R.L. Peterson at address of

Sufte 213-213, 5153 Mer Arre Ave 302 W hereinafter called the Optionee's.

1. Grant of Option. The Optionor for valuable consideration paid by the Optionee the receipt whereof is hereby scknowledged, hereby grants to the Optionee's the exclusive right at his Option, for and during the period of 10 year(s) from 11-12-93 the date hereof to purchase a Twelve (12 %) or Twelve Percentinterest, as a tenant in common with the Optionors, for the price of One Hundred Dollars (\$ 100.00) which has been acknowned edged & paid upon the delivery of a deed as hereinafter provided. Property is Statisman Paradise Mibile Home 18.

2. <u>Exercise of Option.</u> In case the Optionee shall elect to purchase said property, she shall signify such election be written notice thereof, served upon the Optioner within the time above limited, and thereafter the Optioner shall deliver to the Optionee a Title Insurance Policy to the said property, within ten (10) days from the service of such notice, and the Optionee shall have thrity (30) days after the delivery of such preliminary title report in which to enamely the title and to complete such purchase.

3. Conveyance. If the Optionee shall complete such purchase, the Optionor shall give a good and marketable title and fee simple to the said property, free and clear of all takes and encumbrances. Except that of record.

4. <u>Place of Performance</u>. All notices tenders and deliveries hereunder chall be served & made Attention Optionors c/o: <u>P.O. Box 687, Medford, Ore.</u> 97501

5. <u>Covenant Against Transfer and Encumbrances.</u> The Optioner shall not during during the term of this option, convey, transfer or vest any title or beneficial interest in any other person, and shall not morgage, remortgage, or in any other way encumber the within real estate, or suffer any lienz, attachments, or any other changes in title, without the prior express, written approval of the Optionee. The Optioner shall further hold harmless and indemnity the Optionee from any&all claims by reason of any transfer in title or encumbrance open the property

6. Termination of Option. If the Optionee shall not elect to purchase the said property or shall fail to complete the said purchase within the time and in the manner hereinbefore provided, his option hereunder shall terminate without further action, time being of the essence.

7. Option /Assignable. This Option is fully assignable and is binding on each of the Parties, heirs, executor's and assignees.

8. Property Damage. In the event of damage or destruction of properties condition during the term of this Option Agreement, Optionee(s), may exercise their option & benefit by Twelve (12.%) of any insurance or condemnation proceeds or sale proceeds, if applicable.

9. Recorded Memorandum of Option. Optionor/trustees shall sign a Memorandum of this Option in recordable form. Legal description

See attached Exhibit "A"

Commonly known as SYMP, Keno, One. Klamath County

or Est. of a

| above and shall  | . bind their heirs, assigns, ass                                  | (al and binding agreement betw<br>ignee's, executors or trustee's t    | thereof.   |
|--|---|--|--|
| (\$\\100.00***   | ***** ) receipt acknowledged<br>WEENEOF, the smis                 | of Option Consideration of One<br>thereof by Optionor.  Option 1993    | Hundred Dollars and good an valuable consideration primeer has beseente  |
| State of Oregon County of Jackson On/2/9] and acknowledged | . Personally appeared the about<br>the foregoing instrument to be | witness to Optionor  we named Jeff Renkark  woluntary act  Before the: | t July L. Matzur  and deed.  Winter  |
| After recording,   |   | ission Expires: 5/25/97  | Action of the Control |

After recording, return to: Optione at Suite 213-213 5150 Mae Anne Ave. Reno, NV. 89523



:503-882-0620

13:05 No.005 P.11

## ORIGINAL EXHIBIT "A" LEGAL DESCRIPTION

A parcel of land situate in the NW1/4 of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning 854.4 feet West of the center of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence North 620 feet to the South side of the Ashland-Klamath Falls State Highway; thence South 75 degrees 45' West, 200 feet; thence North 70 degrees 15' West, 200 feet; thence North 45 degrees West 200 feet; thence North 8 degrees 45' West, 400 feet; thence North 45 degrees West, 75 feet along the said State Highway; thence South 1122.6 feet; thence East 630.8 feet to the place of beginning.

A parcel of land situate in the NW1/4 of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point 600 feet West of the center of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence North 779 feet to the South side of Ashland-Klamath Falls Highway; thence South 58 degrees West 300 feet; thence South 620 feet; thence East 254.4 feet to the place of beginning.

ALSO

Beginning at a point 400 feet West of the center of Section I, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence North 900 feet to the South side of Ashland-Klamath Falls Highway; thence South 58 degrees 45' West 233 feet; thence South 779 feet; thence East 200 feet to the place of beginning.

| Also       | Known as          | sportsman M | are kero or | gon /                               |              |
|------------|-------------------|-------------|-------------|-------------------------------------|--------------|
| XM         | My and the second |             | dated       | 11/12/9                             | 5            |
| Jak 160    | - 0               | 11/12/93    | (Second)    |                                     |              |
| Not erized | - Cacherio        | e of Winor  |             | OFFICIAL SEA                        | *L [1]       |
|            |                   |             | MY CC       | COMMISSION I<br>MWISSION EXPLIES MA | 9 <b>4</b> 9 |
|            |                   |             | Part 2 of 2 |                                     |              |

n agreement on Shall KEND, Ore. Klamath Charty

| CTATE     | ~~~ | ABEAASI | ~~********* | OF KLAMATH: |  |
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| ~ ** ** * |     | UNLUUM. | COUNT       | UF KLAWAIH. |  |

| Filed | for record a | it request of       |         | Aspen Title co |           | the                     | 31st da |
|-------|--------------|---------------------|---------|----------------|-----------|-------------------------|---------|
| of    |              | <u>Jan</u> A.D., 19 | 95 at _ | 3:39 o'clock _ | P.M., and | I duly recorded in Vol. | M95     |
|       |              | of                  | Deeds   |                | on Page   | 2224                    |         |
| FEE   | \$35.00      |                     |         | Bernetha G.    | Letsch    | . County Clerk          |         |