

Sellers

Grantors Name and Address

Neal G. & Yolanda L. Buchanan, 435 Oak St., Klamath Falls, OR 97601

Buyers

Grantees Name and Address

Larry T. & Susan K. Snyder, 199 Lakeshore, Klamath Falls, OR 97601

After Recording Return to

Neal G. Buchanan, 435 Oak St., Klamath Falls, OR 97601

Until Change is Requested

Send Tax Statements to

Klamath 1st Federal S&L, 504 Main St., Klamath Falls, OR 97601The true and actual consideration stated in this instrument is \$ 46,000.00

MTC 39724-KR LAND SALE CONTRACT

THIS CONTRACT is made and entered into this 18th day of December, 1996, by and between Neal G. Buchanan and Yolanda L. Buchanan, Husband and Wife, hereinafter called "Seller", and Larry T. Snyder and Susan K. Snyder, Husband and Wife, hereinafter called "Buyer" (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

WITNESSETH:

Seller agrees to sell to Buyer and Buyer agrees to buy from Seller for the price and on the terms and conditions set forth hereafter all of the real property situate in the County of Klamath, State of Oregon, and more particularly described as follows:

Lots 235, 236 and 237, Resubdivision of Southerly Portion of TRACTS B AND C, FRONTIER TRACTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO contracts and/or liens for irrigation and/or drainage, restrictions, easements, restrictions and rights-of-way of records, and those apparent on the land.

ALSO SUBJECT TO rights of the public in and to any portion of the herein described property line within the boundaries of roads or highways.

ALSO SUBJECT TO Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advance as may be provided therein

Dated: July 6, 1993

Recorded: July 6, 1993

Volume: M93, page 16194, Microfilm Records of Klamath County, Oregon

Amount: \$12,700.00

Grantor: Neal G. Buchanan and Yolanda L. Buchanan, husband and wife

Trustee: William L. Siskore

Beneficiary: Klamath First Federal Savings and Loan Association

which said Trust Deed and note Buyers do not assume, but which shall be paid by Sellers from out of the proceeds received in payment of the within Land Sale Contract.

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, AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

It is mutually agreed as follows:

1. Possession: Buyer shall be entitled to possession of the property as of the date of closing of this transaction.
2. Prepayment Privileges: After the date hereof, Buyer shall have the privilege of increasing any payment or prepaying the entire balance provided for hereinafter with interest due thereon to the date of payment.
3. Payment of Liens and Taxes: Buyer shall pay promptly all indebtedness incurred by Buyer's acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, and encumbrances of whatsoever kind affecting said property after this date; provided, all such taxes, assessments and charges for the current year shall be prorated as of the date hereof, and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor.
4. Insurance: It is agreed that Buyer will keep any building or improvements on said property insured against loss or damage by fire or other casualty in an amount of not less than the full insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss, all uninsured losses shall be borne by the Buyer on or after the date Buyer becomes entitled to possession. Buyer shall furnish Seller proof of such insurance coverage.
5. Waste Prohibited: Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not cut or remove any timber, trees or shrubbery without Seller's prior written consent. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the

property, improvements and alterations thereof, in good condition and repair; provided, Buyer shall not make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of Seller.

6. Transfer of Title: Seller shall, upon the execution hereof, make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as provided hereinabove, which said deed shall be held by Seller and when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and provisions of this contract, said deed shall be delivered to Buyer.

7. Tax Payment Procedures: Until a change is requested, all tax statements shall be sent to the address designated by Buyer. Buyer shall be required to pay the same and provide proof of such payment to Seller within thirty (30) days of the date of mailing said tax statement by the Klamath County tax collector.

8. Property Taken "As Is": Buyer certifies that this contract of purchase is accepted and executed on the basis of its own examination and personal knowledge of the premises and opinion of the value thereof; that Buyer has made a personal inspection of the property so as to determine its acceptability, that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Seller or by an agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement, with no express, implied, or other warranties by Seller.

9. Consent to Assignment: Buyer shall not assign this agreement, Buyer's rights thereunder, or in the property covered thereby without the written consent of Seller. Such consent shall not be unreasonably withheld. In the event the within described property, any part thereof, any interest therein (whether legal or equitable) is sold, agreed to be sold, conveyed, assigned or alienated by the Buyer without having first obtained the written consent of the Seller, then, at the Seller's option, all obligations secured by this instrument, irrespective of the maturity date expressed herein, shall become immediately due and payable.

10. Time of Essence: It is understood and agreed between the parties that time is of the essence of this contract.

11. Default: In case Buyer shall fail to make the payments aforesaid, or make them punctually and upon the strict terms and at the times above specified or fail to keep any of the terms or conditions of this agreement, then Seller, shall, at his option, have the following rights, in addition to other remedies provided under Oregon law:

a. To declare this contract null and void, after giving such notice as is then required by Oregon Revised Statutes; and/or

b. To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or

c. To withdraw said deed and other documents from the escrow; and/or

d. To foreclose this contract by suit or by strict foreclosure in equity.

In any of such cases, all rights and interest created or then existing in favor of Buyer as against Seller hereunder shall utterly cease and determine, and the right to the possession of the premises above described and all other rights acquired by Buyer hereunder shall revert to and revest in Seller without any act of re-entry, or any other act of said Seller to be performed and without any right of 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. Seller, in case of such default, shall have the right immediately, or any time hereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all of the improvements thereon; and alternatively, Buyer shall have the right to apply to the Court for appointment of a receiver as a matter of right, and nothing in this contract shall preclude appointment of the Seller as such receiver.

12. Abandonment: Should Buyer, while in default, permit the premises to become vacant for a period in excess of 20 days, Seller may take possession of same individually or by appointment of a receiver by self-help or by Court order for the purpose of protecting and preserving the property and Seller's security interest herein, and in the event possession is so taken by Seller, Seller shall not be deemed to have waived Seller's right to exercise any of the foregoing rights.

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

14. No Waiver: Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision thereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by 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.

15. Binding on Successors: This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

16. Purchase Price and Payments: The purchase price for the interest conveyed is the sum of Forty Six Thousand Dollars (\$46,000.00) payable as follows:

(a) Buyer shall pay an initial payment in the sum of Twenty One Thousand Dollars (\$21,000.00); and

(b) The remainder of the purchase price in the amount of Twenty Five Thousand Dollars (\$25,000.00) shall be payable in monthly installments of Two

Hundred Fifty Dollars (\$250.00) per month including interest at the rate of eight percent (8%) per annum on the unpaid balance; the first of such payments shall be payable on the 20th day of JANUARY, 1997, with a further and like installment payable on the 20th day of each and every month thereafter until the full amount of principal and interest shall have been paid in full. Buyer may make advance or excess payments without penalty, and if so made, such payments shall be applied toward account interest, and the remainder will be applied toward the principal balance. No partial prepayment shall excuse the payment of installments next coming due.

17. Inclusion of Personal Property: It is agreed between Buyer and Seller that the property conveyed by the within Land Sale Contract includes those certain furnishings and household items, which said personal property items constitute an improvement to the real property conveyed by the within instrument. Buyer and Seller agree that Seller shall retain title to the said personal property items until the Land Sale Contract has been paid in full.

IN WITNESS WHEREOF the parties have caused this agreement to be executed as of the day and year first above written.

SELLER:

Neal G. Buchanan
Neal G. Buchanan

Yolanda L. Buchanan
Yolanda L. Buchanan

BUYER:

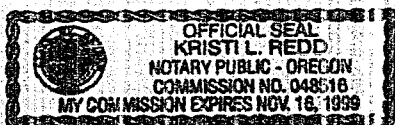
Larry T. Snyder
Larry T. Snyder

Susan K. Snyder
Susan K. Snyder

STATE OF OREGON, County of Klamath) ss.

PERSONALLY APPEARED the above-named
NEAL G. BUCHANAN & YOLANDA L. BUCHANAN
and acknowledged the foregoing instrument to be their voluntary act(s) and deed(s).

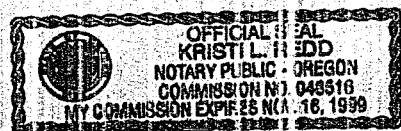
Dated before me this 18th day of December, 1996



Kristi L. Redd
NOTARY PUBLIC FOR OREGON
My commission expires: 11/16/99

STATE OF OREGON, County of Klamath) ss.

PERSONALLY APPEARED the above-named LARRY T. SNYDER and SUSAN K. SNYDER and acknowledged the foregoing instrument to be their voluntary act and deed. Dated before me this 19th day of December, 1996.



Kristi L. Redd
NOTARY PUBLIC FOR OREGON

My commission expires: 11/16/99

LAND SALE CONTRACT
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STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of _____ American title _____ the _____ 23rd _____ day
of _____ December _____ A.D. 19 96 at _____ 11:37 _____ o'clock A. M., and duly recorded in Vol. _____ M96
of _____ Deeds _____ on Page _____ 39694

FEE \$55.00

Bernetha G. Letsch, County Clerk
by *Bernetha Letsch*