

CONTRACT OF SALE
MTC 40619-MC

THIS AGREEMENT, made and entered into this 7th day of March, 1997, by and between TONI MYERS, Individually and as AFFIANT OF THE SMALL ESTATE OF BERNARD P. MOTSCHENBACHER, Circuit Court Case No. 9603850 CV, CAROL LEE POWELL, KATHRYNE MYERS, and BETTY LOU JACOBSEN, hereinafter called Sellers, and TIMOTHY J. MEIDINGER AND PAMELA S. KATCHMAR, husband and wife, hereinafter called "Purchasers",

WITNESSETH:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, and the covenants exchanged between the parties, Sellers hereby agrees to sell and Purchasers hereby agree to purchase the following-described real property situated in Klamath County, State of Oregon, more particularly described as follows:

See attached Exhibit "A."

SUBJECT TO reservations and restrictions of record, easements and rights of way of record and those apparent on the land.

Purchasers agree to pay to Sellers the sum of \$18,240 on which the sum of \$4,560.00 has been paid, receipt of which is hereby acknowledged by Sellers, and the balance of \$13,680 shall be paid in quarterly payments of \$ 816.62, the first payment due on July 1 1997, with a like payment on the 1st day of October January, April, and July, thereafter, until the entire amount, both principal and interest shall be paid in full, payments to include interest at 7 percent per annum from April 1, 1997.

Purchasers shall have the right to pay the balance on this Contract in full, without penalty; however, such prepayments shall not excuse regular ^{Quarterly} ~~monthly~~ payments as above set forth.

Purchasers acknowledge that they have made an independent investigation and inspection of the real property herein described and that they enter into this contract without relying upon any statement or representation or covenant not specifically embodied in this Contract, and are purchasing the property herein described in its present condition.

Purchasers agree to keep the premises insured to its full insurable value with an insurance company suitable to Sellers and listing Sellers as an additional insured party.

Purchasers agree to pay all taxes hereafter levied and all public and municipal liens and assessments thereafter lawfully imposed upon said premises promptly and before the same or any part thereof become past due and delinquent. And in the event such taxes and assessments should become delinquent, Sellers may, at his option, pay the same and such amounts so paid shall become a part of the principal and bearing interest at the same rate as said principal sum.

Sellers agree to obtain title insurance covering the above-described property in the amount of \$ 18,240.00, subject to the exceptions in the Preliminary Title Report

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Richard Fairclo
Attorney at Law
280 Main Street
Klamath Falls OR 97601

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No. 6, by Amerititle Company Nos. 40819-MC, and provide the same to Purchasers within 10 days of the date hereof, which title policy shall insure Purchasers against loss or damage sustained by reason of any defect in the title of Sellers, and showing marketable title in Sellers.

Sellers agree to execute a good and sufficient Warranty Deed conveying the above-described premises in fee simple to the Purchasers, their heirs and assigns, subject to encumbrances set forth above, which Sellers agrees to hold Purchasers harmless therefrom.

The Warranty Deed herebefore mentioned, together with a copy of the within contract, shall be deposited in escrow with AMERITITLE, 222 South Sixth, Klamath Falls, Oregon, as escrowee, and all payments hereafter made on said contract of principal and/or interest shall be made through said Escrowee.

Upon full compliance with the terms of this Contract by Purchasers, and payment of said purchase price in full, together with interest due thereon, said Escrowee is authorized to deliver said Warranty Deed to the Purchasers or either of them.

Purchasers shall neither commit nor permit waste of said premises. Sellers reserves the right to go on said property at any time during the term of this Contract for the purpose of inspecting and protecting the same.

Time is material and of the essence hereof, and failure of Purchasers to make the payments aforesaid punctually and upon the strict terms and at the times above specified, or within 30 days thereof, or failure to keep any of the other terms or conditions of this Agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the Sellers shall have the following rights:

1. To declare this Contract null and void, including declaring forfeiture.
2. To declare the whole unpaid principal balance of said purchase price with interest thereon at once due and payable.
3. To foreclose this Contract by suit in equity; and

in any of such cases all the right and interest hereby created or then existing in favor of Purchasers under this agreement shall cease and the premises shall revert and revest in the Sellers.

It is understood that these remedies are not exclusive and Sellers may, in the event of such failure of Purchasers to keep any of the terms of this agreement, pursue any remedies available under the laws of the State of Oregon.

It is understood and agreed by the parties hereto that Purchasers shall not sell, assign, or in any way transfer their interest in the subject property during the term of this contract without first obtaining the written consent of Sellers. In the event of such sale, assignment, or transfer without such written consent, the entire amount, both principal and interest, shall become immediately due and payable.

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If suit or action is instituted to enforce any of the provisions of this Contract, the party prevailing therein shall be entitled to recover from the other such sum as the Court may adjudge reasonable as attorney's fees therein, including any appeal thereof.

The parties further agree that failure by Sellers at any time to require performance by the Purchasers of any provision hereof shall in no way affect Sellers rights hereunder to enforce such performance nor shall any waiver by Sellers or any breach of any provision hereof be held to be a waiver of any succeeding breach or as a waiver of the provision itself.


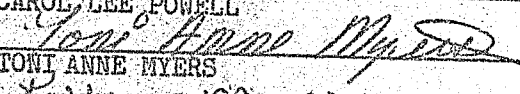

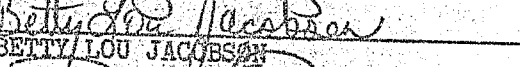
This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, personal representatives, successors in interest and assigns as well.

It is agreed that this document was prepared by Richard Fairclo upon information supplied to him by Sellers. Said attorney represent Sellers in this transaction. Purchasers may obtain their own legal counsel. Any uncertainties or ambiguities in this agreement will not be construed against either Purchasers or Sellers.


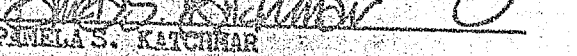
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES AND TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930.

IN WITNESS WHEREOF, The Parties have executed this agreement the day and year first above written.

SELLERS:


CAROL LEE POWELL

TONI ANNE MYERS

KATHERINE MYERS

BETTY LOU JACOBSON

PURCHASERS:


TIMOTHY J. MEISINGER

PAMELA S. KATCHMAR

STATE OF OREGON,

County of

Klamath

SS.

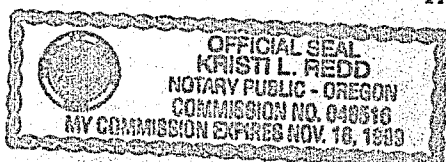
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FORM No. 21—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 7th day of March, 1997,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named TONI ANNE MYERS & BETTY LOU JACOBSEN

known to me to be the identical individuals... described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Kristi L. Redd
Notary Public for Oregon
My commission expires 11/16/99

STATE OF OREGON,

County of

Klamath

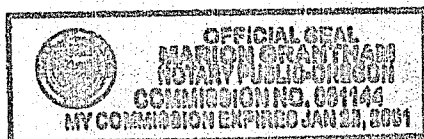
SS.

FORM No. 21—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 21 day of March, 1997,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Kathryne Myers

known to me to be the identical individual... described in and who executed the within instrument and
acknowledged to me that she executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Marion Grantham
Notary Public for Oregon
My commission expires 1/23/01

STATE OF OREGON,

County of

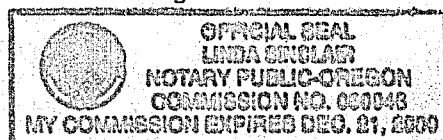
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SS.

FORM No. 21—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 25th day of March, 1997,
before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
named Carol Lee Powell

known to me to be the identical individual... described in and who executed the within instrument and
acknowledged to me that she executed the same freely and voluntarily.



IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Linda Sinclair
Notary Public for Oregon
My commission expires 12/31/2000

Mail to: Amerititle Collection Dept
 PO Box 5017
 Klamath Falls, OR 97601

Description of the tract of land the title to which is insured by this policy:

The following described real property situate in Klamath County, Oregon, to-wit:

Beginning at a point in the West line of Rogers Street 300 feet southerly from the southeast corner of Lot 4, Block 8 of LAKESIDE ADDITION to the City of Klamath Falls, Oregon, and running thence southerly along westerly line of Rogers Street 60 feet; thence westerly at right angles to first course 100 feet; thence northerly parallel with first course 60 feet; thence easterly 100 feet to point of beginning, situate in Lot 2, of Section 32, Township 38 South, Range 9 East Willamette Meridian, and being that parcel of land formerly designated as Lot 10, Block 8 of LAKESIDE ADDITION to the City of Klamath Falls, Oregon.

STATE OF OREGON,

County of Klamath

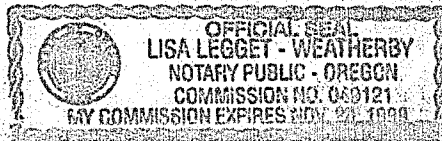
ss.

FORM No. 22—ACKNOWLEDGMENT.
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BE IT REMEMBERED, That on this 31st day of March, 1997
 before me, the undersigned, a Notary Public in and for the State of Oregon, personally appeared the within
 named Timothy J. Meidinger and Pamela S. Katchmar

known to me to be the identical individual(s) described in and who executed the within instrument and
 acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
 my official seal the day and year last above written.



Lisa Legget-Weatherby
 Notary Public for Oregon
 My commission expires 11/27/99

This paper is 100% recycled.

STATE OF OREGON : COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 1st day
 of April A.D., 19 97 at 11:23 o'clock A. M., and duly recorded in Vol. M97
 of Deeds on Page 9423

FEE

\$50.00

by Bernetha G. Letsch, County Clerk
Kathleen Ross