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Aspen Title #01045759

FIRST ADDENDUM TO CONTRACT OF SALE OF AGRICULTURAL PROPERTY (AGREEMENT) between BERNARD J. JENDRZEJEWSKI, Trustee of the Bernard J. Jendrzejewski Trust utu 3/8/95 (SELLER) and RITTER RANCH, a partnership (BUYER);

## WITNESSETH:

## I. RECITAL: The parties recite:

A. SELLER and BUYER entered into an agricultural lease and option AGREEMENT effective January 1, 1996 (LEASE/OPTION).

B. The LEASE/OPTION incorporates, as Exhibit "B" a form of CONTRACT of sale (CONTRACT).

C. The BUYER has elected to exercise this option to purchase the property subject to the LEASE/OPTION with modifications of the CONTRACT.

D. This AGREEMENT embodies the terms, conditions, and covenants of the modifications of the CONTRACT referenced in the LEASE/OPTION which is attached as Exhibit "1" and thereby incorporated herein as though fully set forth hereat.

## II. AGREEMENT: The parties covenant and agree as follows:

A. The annual payments to be made pursuant to section 2.2 of the CONTRACT shall be not less than \$36,761.27 a year commencing June 15, 1998, and continuing thereafter as provided in said Section 2.2.

B. Section 2.4 is modified to specify the date the then entire unpaid balance owing under the CONTRACT, together with accrued and unpaid interest, as January 15, 2010.

C. The following subsections is added to Section 2 of the CONTRACT:

2.5 Prepayment. BUYER may at any time pay off the entire principal balance, plus interest due thereon to date of payment, provided BUYER pays 5% of the then unpaid principal balance during the first six

(6) years, or ending January 15, 2003, as consideration for SELLER'S acceptance of prepayment.

D. Bruce Ritter and Diane Louise Ritter shall execute and deliver to SELLER, contemporaneously with the execution of this CONTRACT and documents ancillary to, or implemental of it, their unconditional personal guarantee.

E. The following provision is substituted for the CONTRACT'S Section 11.2:

11.2 BUYER shall not permit all or any part of the improvements to be removed, demolished, or materially altered without SELLER'S prior written consent; provided, however, that BUYER may remove, demolish, or materially alter such improvements as become obsolete in the usual conduct of BUYER'S agricultural endeavors, if the removal or material alteration does not materially detract from the SELLER'S security value and if all improvements that are demolished or removed are promptly replaced with improvements of like value and quality.

III. GENERAL PROVISIONS: This AGREEMENT shall be subject to the following provisions which shall apply to each portion of it as the circumstances and the context may require.

A. If any dispute arises in connection with (a) the interpretation or enforcement of this AGREEMENT or (b) any issues related to the U. S. Bankruptcy Code (whether or not such issues relate to the terms of this AGREEMENT), the prevailing party in any such dispute will be entitled to recover all of its attorney fees, paralegal fees, costs, disbursements, and other expenses from the nonprevailing party, including without limitation those arising before and at any trial, arbitration, bankruptcy, or other proceeding, and in any appeal.

B. All cross-references in this AGREEMENT, unless specifically directed to another agreement or document, refer to provisions within this AGREEMENT and shall not be considered to be references to the overall transaction or to any other agreement or document.

C. The titles and headings of the various sections of this AGREEMENT are intended solely for convenience of reference and are not intended to explain, modify, or place any construction on any of the provisions of this AGREEMENT.

D. No party considers the professional services of the Law Offices of Giacomini & Knieps, 706 Main Street, Klamath Falls, OR 97601, in connection with the negotiation, preparation and implementation of this AGREEMENT on behalf of SELLER to create any conflict of interest and that BUYER has been represented at all times by William P. Brandsness, Brandsness, Brandsness & Rudd, 411 Pine Street, Klamath Falls, Oregon 97601.

E. This AGREEMENT may be executed simultaneously in one or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument.

F. Nothing in this AGREEMENT, whether express or implied, is intended to confer any rights or remedies under or by reason of this AGREEMENT on any persons other than the parties to it and their respective successors and assigns. Nothing in this AGREEMENT is intended to relieve or discharge the obligation or liability of any third persons to any party to this AGREEMENT. No provision gives any third persons any right of subrogation or action against any party to this AGREEMENT.

G. Unless the context clearly requires otherwise:

1. Nouns and pronouns used in this AGREEMENT shall be construed in accordance with the appropriate gender or neuter, and as either singular or plural, as the context requires.

2. "Shall," "will," "must," "agree," and "covenants" are each mandatory.

3. "May" is permissive.

4. "Or" is not exclusive.

5. "Includes" and "including" are not limiting.

H. The definitions contained in this paragraph are in addition to, and not in place of, the definitions contained in the body of this AGREEMENT, and shall apply throughout it. The definitions contained in this paragraph are:

1. The term "AGREEMENT" shall mean this document.

2. The terms "party", "party's", or "parties" (whenever used as a specific term and not generically), shall mean SELLER and BUYER, as the context and circumstances shall require.

SIGNED by the parties on the date set opposite the signatures following.

Bernard J. Jendrzewski

Bernard J. Jendrzewski, Trustee of  
the Bernard J. Jendrzewski Trust utu 3/8/95

RITTER RANCH

By Paul Ritter

Paul Ritter

By Carol Ritter

Carol Ritter

By B. Ritter

Bruce Ritter

By Diane Louise Ritter

Diane Louise Ritter

## CONTRACT OF SALE

SELLER: Bernard J. Jendrzewski, Trustee of the  
Bernard J. Jendrzewski Trust, under agreement dated  
March, 8, 1995

BUYER: Ritter Ranch, a partnership

EFFECTIVE DATE: January 15, 1997

PURCHASE PRICE: \$375,000

1. Contract for Purchase and Sale. For valuable consideration, the parties enter into this Contract for the purchase and sale of that certain real property and all improvements, situated in Klamath County, State of Oregon, described as (the "Property"):

Township 38 South, Range 11 East of the Willamette Meridian:  
Section 6: S 1/2 SE 1/4, E 1/2 SW 1/4  
Section 7: NW 1/4 NE 1/4, Except that portion thereof lying  
South of Highway 140.

2. Purchase Price and Terms. Buyer shall pay to the Seller the purchase price of THREE HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$375,000) as follows:

2.1 Down Payment. ONE HUNDRED FIVE THOUSAND AND 00/100 Dollars (\$105,000), receipt of which is acknowledged.

2.2 Unpaid Balance. TWO HUNDRED SEVENTY THOUSAND AND 00/100 Dollars (\$270,000) with interest thereon at the rate of eight and one half percent (8.5%) per annum from the Effective Date until the entire principal balance has been paid in full. Buyer shall pay the unpaid balance in annual installments of not less than \$36,761.27 commencing on June 15, 1998 and on the same day of each year thereafter until the entire balance of principal and interest has been paid in full. Each payment shall include principal and interest. All payments shall be made to the collection escrow agent as provided under paragraph 16 below, and shall be credited first to accrued interest and then to the unpaid balance.

2.3 Late Charges. If Seller does not receive an annual installment from Buyer within fifteen (15) days of its due date, in addition to any other remedy available to Seller, Seller shall have the right to impose, and Buyer agrees to pay, a late



charge of five percent (5%) of the annual installment. Each late charge, at Seller's sole option, may be added to the then outstanding principal balance, and interest shall accrue thereon as provided in this Contract.

2.4 Maturity. The entire unpaid balance owing under this Contract, together with accrued and unpaid interest shall be due and payable on or before January 15, 2010.

3. Notices. Any notice required by this Contract shall be in writing and shall be effective when actually delivered in person or when deposited in the United States mail, postage prepaid, by first class mail and by certified mail return receipt requested, and addressed to the other party at the following address, or at such other address as either party may designate by written notice to the other:

Seller's Address: Bernard J. Jendrzejewski, Trustee  
c/o George J. Jendrzejewski  
10605 Tuxford Drive  
Alpharetta, GA 30202

With a copy to: S. Ward Greene, Esq.  
Greene & Markley, P.C.  
1515 SW Fifth Avenue  
Suite 600  
Portland, OR 97201

Buyer's Address: Ritter Ranch, a partnership  
28100 Ritter Road  
Bonanza, OR 97623

With a copy to: William P. Brandsness, Esq.  
411 Pine Street  
Klamath Falls, OR 97601

4. Title. Seller holds title to the Property, free of all liens and encumbrances except:

4.1 As disclosed by the Klamath County Assessment roll the premises herein described have been zoned or classified for farm use. At any time that said land is disqualified for such use, the Property will be subject to additional taxes or penalties and interest.

4.2 Rights of the public in and to any portion of the Property lying within the boundaries of public roads or highways.

5. Title Insurance. Seller shall furnish at its expense a purchaser's policy of title insurance for \$375,000 insuring Buyer against loss or damage sustained by reason of the unmarketability of Seller's title or liens or encumbrances affecting the Property, excepting matters contained in the usual printed exceptions in such title insurance policies, and those encumbrances specified herein.

6. Deferred Taxes. Buyer assumes and agrees to pay any and all additional taxes or penalties and interest which may become due as a result of any disqualification or declassification of the Property from the zoned or classified farm use assessment on the Property.

7. Taxes and Assessments. Buyer shall pay when due all taxes, liens, assessments and charges hereafter levied against the Property and all public or private statutory liens which may be imposed against the Property. Buyer shall provide Seller with proof of payment of the real property taxes and other liens or assessments within thirty (30) days after the date payment is due.

8. Prorations. The real property taxes for the current year are the responsibility of, and have been paid by, the Buyer and shall not be prorated.

9. Possession. Buyer is currently in possession of the Property and shall be entitled to possession at closing.

10. Escrow. Seller and Buyer agree that Aspen Title & Escrow, Inc. shall close this transaction and that payment of the escrow fee will be shared equally.

11. Maintenance and Insurance. Commencing with the possession date and thereafter, and at all times under this contract, Buyer shall, with respect to the Property, do the following:

11.1 Keep all buildings and other improvements now existing or which shall be hereafter placed on the Property in good condition and repair.

11.2 Buyer shall have the right to contract or install improvements upon the Property subject only to Seller's approval of construction plans.

11.3 Promptly comply with all laws, ordinances, regulations, directions, rules and regulations of governmental agencies and authorities, applicable to the use or occupancy of the Property and in this connection, promptly make all required repairs, alterations and additions.

11.4 Buyer shall keep all improvements then existing or which shall thereafter be placed on the Property insured against fire and other casualties covered by a standard policy of fire insurance with extended coverage endorsements. The policy shall be written to the replacement value with loss payable to the Seller and Buyer as their respective interests may appear and certificates evidencing the policy shall be delivered to the Seller and shall contain a stipulation providing that coverage will not be cancelled or diminished without a minimum of ten (10) days written notice to the Seller. In the event of a loss, Buyer shall give immediate notice to Seller. Seller may make proof of loss to the insurance carrier if Buyer fails to do so within fifteen (15) days of the casualty. All uninsured losses shall be borne by Buyer on or after the date Buyer becomes entitled to possession.

11.5 During the term of this Contract, Buyer shall maintain public liability and property damage insurance with a company reasonably acceptable to Seller with limits of not less than \$500,000 for injury to any one person and \$1,000,000 for injury to two or more persons in one occurrence and \$300,000 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Buyer's activities on or any condition of the Property, whether or not related to an occurrence caused or contributed to by Seller's negligence, shall protect Seller against the claims on account of the obligations assumed by Buyer in the preceding paragraph and shall protect Seller and Buyer against claims of third persons. Certificates evidencing such insurance shall be furnished to Seller.

12. Condition of Property. Buyer warrants, represents and covenants (with the understanding that the Seller is relying on such warranties, representations and covenants) as follows:

12.1 Inspection; Valuation. Buyer acknowledges that its execution hereof shall constitute its acknowledgment that it has independently inspected and investigated the Property, made appropriate inquiries into the previous ownership and uses of the Property in a manner that is consistent with good commercial and customary practice; that such information is reasonably ascertainable; that all information related to the possible existence of any hazardous materials, wastes or substances, as such terms are defined, construed or related under applicable law and including petroleum products and derivatives, ("Hazardous Materials") on or under the Property have been disclosed to Buyer or that their presence or likely presence is obviously or reasonably ascertainable and that the purchase price adequately reflects the present value of the Property; and that Buyer has made and entered into this Contract based upon such inspection and investigation and its own examination of the condition of the Property (including the presence or absence of any Hazardous



Materials) and Seller is hereby released from all responsibility regarding the valuation or condition of the Property. Seller has received no notices of default and has not been advised of nor is aware of any pending action or investigation by any authorities with jurisdiction over the Property which would materially affect the present and continued use of the Property. To the best of Seller's knowledge, the Property does not contain any materials, whether brought to the Property as waste material, used on the Property, generated on the Property as a product or byproduct of activities on the Property or otherwise present, other than those that have been and are customarily used in conjunction with commercial and agricultural operations or those present in quantities and concentrations routinely occurring in nature, that are wastes that would qualify as hazardous waste as presently regulated under the laws and regulations of governmental agencies relating to toxic and hazardous substances.

12.2 Covenants of Buyer. Buyer shall forever defend, indemnify and hold Seller harmless from any claim, loss or liability arising out of or in any way connected with Buyer's possession or use of the Property or Buyer's conduct with respect to the Property or any condition of the Property following the closing. In the event of any litigation or proceeding brought against Seller arising out of or in any way connected with any of the above events or claims, against which Buyer agrees to defend Seller, Buyer shall, upon notice from Seller, resolve at no expense to Seller, vigorously resist and defend such actions or proceedings through legal counsel reasonably satisfactory to Seller.

12.3 "AS IS" Purchase. Buyer acknowledges, represents, warrants and agrees that:

12.3.1 Buyer is purchasing the Property in its "AS IS" condition, without any warranty express or implied whatsoever and Buyer acknowledges Seller's disclosure that the Property has been in agricultural use throughout Seller's ownership of the Property; (ii) prior to the execution hereof, Buyer has made, as it deems necessary or appropriate, an examination, inspection and investigation of the Property, all improvements located on the Property, the subsurface of the Property and all soil, engineering, environmental and other conditions and requirements of the Property; (iii) Buyer has investigated, as it deems necessary or appropriate, all zoning and regulatory matters pertaining to the Property; (iv) except as otherwise provided herein, Buyer is purchasing the Property based upon such inspection and investigations and not in reliance on any statements, representations, inducements or agreements of Seller, or Seller's employees or agents, in connection with the Property, its zoning, its value, its fitness or merchantability for any particular purpose, the availability of water and

utilities, soil, engineering, environmental and other condition and requirements of the Property, encroachments, flooding and such other matters as might be disclosed or determined by examination or survey of the Property and independent inquiry with respect thereto; (v) any engineering data, soil reports, surveys or other information that Seller or any other party may have delivered to Buyer pertaining to the Property is furnished without any representation or warranty whatsoever; and (vi) except as expressly provided herein to the contrary, Seller shall have no responsibility, liability or obligation respecting the Property subsequent to the execution hereof, except as set out in paragraph 13.1.

12.3.2 Representations and Warranties By Seller.

Buyer acknowledges that no person acting on behalf of the Seller is authorized to make, and by execution of this Contract, Buyer acknowledges that no person acting or purporting to act on behalf of Seller has made, any representation, warranty, guaranty, or promise, whether oral or written, except as set forth in this Contract; or if such representations have been made, Buyer has not relied on them in executing this Contract. Any agreement, statement, representation, or promise made by any person that is not contained in this Contract shall not be binding upon the Seller.

12.3.3 Buyer's Use of Property.

Buyer shall keep and maintain the Property in compliance with, and shall not cause or knowingly permit the Property to be in violation of, any federal, state or local laws, ordinances or regulations relating to Hazardous Materials, as defined above. Buyer shall not knowingly use, generate, manufacture, store, release, dispose of or knowingly permit to exist on or under the Property or transport to or from the Property any Hazardous Materials.

12.3.4 Indemnification By Buyer.

Buyer shall indemnify Seller and hold Seller harmless from and defend against any loss, damages, suits, penalties, costs, liability and expenses, including, but not limited to, reasonable investigation and legal expenses (arising out of any claim for any loss or damage to the Property or any other property, injuries to or death of persons, contamination of or adverse affects on the environment, or any violation of statutes, ordinances, orders, rules or regulations of any governmental entity or agency, caused by or resulting from any Hazardous Materials or contamination brought, stored, or disposed of on the Property, subsequent to the date of closing.

12.3.5 Survival.

Both parties' covenants and warranties under this paragraph shall survive the execution of this Contract and the delivery of the deed conveying fee title to Buyer.

13. Condemnation. In the event of condemnation or appropriation of all or any substantial part of the Property by any public or private entity under the laws of eminent domain, any monies received in such proceedings relating to any of the Property shall be applied to the principal and interest outstanding under this Contract. Any excess condemnation proceeds shall be paid to Buyer, provided Buyer is not in default hereunder.

14. Deed. Upon full payment of the purchase price and performance by Buyer of all other terms, conditions and provisions of the Contract, Seller shall deliver to Buyer a statutory special warranty deed conveying the Property to Buyer, free and clear of all liens and encumbrances, except as provided in the paragraph entitled "Title" and except those placed upon the Property or suffered by Buyer subsequent to the date of this Contract.

15. Collection Escrow. Seller shall deliver to Aspen Title & Escrow, Inc., 525 Main Street, Klamath Falls, Oregon, the collection escrow agent, the deed described above, together with a signed copy of this Contract, together with signed instructions authorizing delivery of the same to Buyer upon full payment and the performance of all of Buyer's obligations in the Contract. The parties shall share the escrow collection costs, and Buyer shall receive not less than annually an accounting of all payments made and their allocation to interest and principal.

16. Memorandum. The parties agree to execute a Memorandum of Land Sale Contract that shall be recorded in the records of Klamath County, Oregon, at Buyer's expense.

17. Buyer's Failure to Pay Charges and Assessments. Buyer will not permit the attachment of any lien, encumbrance or charge against the Property arising out of Buyer's activities, and if Buyer fails to pay when due any required charge or assessment, other than the required installment payments, Seller may do so at its option. Any payment so made shall be added to and become a part of the unpaid balance and bear interest at the contract rate, but shall not constitute a waiver of any rights available to Seller for breach of the promises contained herein. At its option, Seller may demand immediate reimbursement from Buyer of any amount so paid, and Buyer's failure to reimburse Seller within twenty (20) days after written demand by Seller will constitute an act of default.

18. Default and Seller's Remedies. Time is of the essence, and the following shall be events of default:

18.1 Failure of Buyer to make any installment payment within ten (10) days after it is due or to perform any other

obligation imposed by this Contract after thirty (30) days written notice to Buyer of such failure and Buyer's failure to cure within such 30-day period.

18.2 If Buyer becomes insolvent; or a receiver is appointed to take possession of all or a substantial part of Buyer's properties; or Buyer makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy; or Buyer is the subject of an involuntary petition in bankruptcy which is not dismissed within ninety (90) days. If Buyer consists of more than one person or entity, the occurrence of any of these events as to any one such person or entity shall constitute a default of this Contract.

In the event of default, Seller may exercise one or more of the following remedies:

18.3 Declare the entire unpaid balance of the purchase price and interest immediately due and payable.

18.4 Foreclose this Contract by suit in equity.

18.5 Specifically enforce the terms of this Contract by suit in equity.

18.6 Seller shall be entitled to the appointment of a receiver as a matter of right whether or not the apparent value of the Property exceeds the amount of the balance due hereunder, and any receiver appointed may serve without bond. Employment by Seller shall not disqualify a person from serving as a receiver. Upon taking possession of all or any part of the Property, the receiver may:

18.6.1 Use, operate, manage, control and conduct business on the Property and make expenditures for all maintenance and improvements as in its judgment are proper.

18.6.2 Collect all rents, revenues, income, issues and profits from the Property and apply such sums to the expenses of use, operation and management.

18.6.3 If the revenues produced by the Property are insufficient to pay expenses, the receiver may borrow, from Seller or otherwise, such sums as it deems necessary for the purposes stated in this paragraph, and repayment of such sums shall be secured by this Contract. The amounts borrowed or advanced shall bear interest at the same rate as the balance of the purchase price hereunder from the date of expenditure until repaid and shall be payable by Buyer on demand.



The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law or equity.

19. Miscellaneous Provisions.

19.1 Waiver. Seller's failure to require performance of any of the provisions hereof shall not affect Seller's right to enforce the same, nor shall any waiver be held to be a waiver of any succeeding breach or waiver of this paragraph.

19.2 Buyer's Acknowledgments. Buyer accepts the Property and all aspects of the Property in their present condition, "AS IS" including latent defects without any representations or warranties, express or implied, unless expressly set forth in this Contract. Buyer agrees that Buyer has ascertained from sources other than Seller the applicable zoning, building, housing and other regulatory ordinances and laws, and Buyer accepts the Property with full knowledge of the same as they may affect the present or future use of the Property, and Seller has made no representations with respect to such laws or ordinances.

19.3 Successor Interests and Assignment. This Contract shall bind and inure to the benefit of the parties, their heirs, administrators, executors, successors and assigns, provided, however, that Buyer shall not sell, transfer or assign its interest in the Property or in the Contract without the prior written consent of Seller, which consent shall not be unreasonably withheld. Seller is entering into this Contract in reliance on Buyer's financial worthiness. Therefore, at Seller's option, Seller shall have the right to approve of any sale, transfer or assignment and may modify the terms of this Contract as consideration for its consent to such sale, transfer or assignment.

19.4 Entire Agreement. This Agreement is the entire agreement between the parties and supersedes any prior agreements, written or oral.

19.5 Attorney Fees and Costs. If either party takes any action, judicial or otherwise, to enforce or interpret any of the terms of this Contract, the prevailing party shall be entitled to recover from the other party all expenses reasonably necessary in taking such action, including but not limited to costs incurred in searching records, title reports, surveyor reports, foreclosure reports and attorney fees, whether or not incurred in judicial proceedings. This provision shall include all attorney fees and expenses incurred in any bankruptcy proceeding, including matters peculiar to bankruptcy, to enforce, interpret or protect Seller's interest and rights hereunder.



19.6 Further Assurances and Additional Documents.

Each of the parties hereto shall execute and deliver any and all additional papers, documents and other assurances and shall do any and all acts and things reasonably necessary in connection with the performance of their obligations hereunder to carry out the intent of the parties hereto. The parties shall execute and deliver all other appropriate supplemental agreements and other instruments and take any other action necessary to make this Contract fully and legally effective, binding and enforceable as between the parties and as against third parties.

19.7 Preparation of Contract.

Buyer acknowledges that this Contract has been prepared by Greene & Markley, P.C., acting for the benefit and protection of the Seller. Buyer acknowledges the right to have this Contract, and all matters related hereto, reviewed by independent counsel.

19.8 Severability.

The invalidity of any portion of this Contract shall not affect the remainder from being carried into effect.

19.9 Full Authority.

Each of the parties and signatories to this Contract represents and warrants that each has the full right, power, legal capacity and authority to enter into and perform the parties' respective obligations hereunder and no approval or consents of any other person are necessary in connection herewith.

19.10 Applicable Law.

The Property is located in Oregon. Therefore, the parties agree that the laws of the state of Oregon shall govern all matters concerning this 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.

EXECUTED IN DUPLICATE

SELLERS:

Date: 5/22/97

Bernard J. Jendrzewski  
Bernard J. Jendrzewski,  
Trustee

BUYER:

Date: 5/8/97

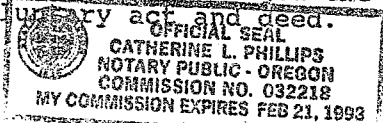
Ritter Ranch, a partnership

Paul Ritter  
Paul Ritter, general partnerDate: 5/8/97Carol Ritter  
Carol Ritter, general partnerDate: May 2, 1997B. Ritter  
Bruce Ritter, general partnerDate: 5/2/97Diane Louise Ritter  
Diane Louise Ritter, general partner

STATE OF OREGON

County of Klamath ) ss.

On this 27<sup>th</sup> day of MAY, 1997, personally appeared the above-named Bernard J. Jendrzewski as Trustee of the Bernard J. Jendrzewski Trust under agreement dated March 8, 1995 and acknowledged the foregoing instrument to be his voluntary act and deed.



Catherine L. Phillips  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 2/21/98

STATE OF OREGON

County of Klamath ) ss.

This instrument was acknowledged before me on May 8, 1997, Paul Ritter, a general partner of Ritter Ranch, a partnership.



Barbara L. Masters  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 2-5-01

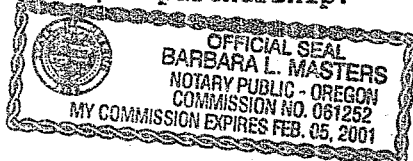
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STATE OF OREGON

County of Klamath

) ss.

This instrument was acknowledged before me on May 2<sup>nd</sup>, 1997, by Carol Ritter, a general partner of Ritter Ranch, a partnership.



[Signature]  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 5-5-01

STATE OF OREGON Conn

County of Fairfield

) ss.

This instrument was acknowledged before me on May 2<sup>nd</sup>, 1997, by Bruce Ritter, a general partner of Ritter Ranch, a partnership.

Marylee Kelly  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 3-31-99

STATE OF OREGON Conn

County of Fairfield

) ss.

This instrument was acknowledged before me on May 2<sup>nd</sup>, 1997, by Diane Louise Ritter, a general partner of Ritter Ranch, a partnership.

Marylee Kelly  
NOTARY PUBLIC FOR OREGON

My Commission Expires: 3-31-99

33671001ljendr.com/ab

After recording, return To:  
Aspen Title & Escrow, Inc.  
525 Main, City, 97601  
Attn: Collection Dept.  
Tax Bills to be sent to:  
Ritter Ranch  
28100 Ritter Rd  
Bonanza, OR. 97623

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STATE OF OREGON,  
County of Klamath ss.

Filed for record at request of:

Aspen Title &amp; Escrow

on this 16th day of June A.D., 1997  
at 3:53 o'clock P. M. and duly recorded  
in Vol. M97 of Deeds Page 18529

Bernetha G. Letsch, County Clerk

By Kathleen Russ

Fee, \$105.00

Deputy.