

97 SEP 26 P3:54

ADDENDUM TO CONTRACT OF SALE

WHEREAS, LOREN LOVENESS and ELSIE LOVENESS, husband and wife, as Sellers, and WESTERN STATES EXCHANGES, INC., as Purchaser, entered into a Contract of Sale of real property dated the 27th day of October, 1993, and

WHEREAS, WESTERN STATES EXCHANGES, INC., assigned the Purchasers interest in and to the Contract of Sale and the real property covered there be to LESTER R. STURM and LESTER R. STURM presently holds the Purchaser's interest in said Contract of Sale and the real property covered thereby; and

WHEREAS, Sellers and Purchasers have agreed to modify the terms of the Contract as set forth in paragraph 13 to enable Purchaser to be assured that the parcel intended to be retained will be included as apart of the property being purchased, the parties have agreed to a modification of the original Contract of Sale.

NOW, THEREFORE, IT IS HEREBY AGREED that the Contract of Sale dated October 27, 1993, wherein LOREN LOVENESS and ELSIE LOVENESS, husband and wife, are designated as Sellers and WESTERN STATES EXCHANGES, INC., an Oregon Corporation, is designated as Purchaser with Purchaser's interest now being held by LESTER R. STURM under an assignment dated December 23, 1993 be, and the same is hereby amended to provide as follows:

1. Paragraph 13 Property Retained shall be amended to read

HOWSER & MUNSELL

PROFESSIONAL CORPORATION

607 SISKIYOU BLVD. P.O. BOX 640

ASHLAND, OREGON 97520

(503) 482-2621

(503) 482-1511

1 - ADDENDUM TO CONTRACT OF SALE

as follows:

13. PROPERTY RETAINED: It is understood and agreed that Seller retained the right to a parcel of approximately 9.87 acres and is shown on the Klamath County Assessors tax rolls as Account NO. 41120120000600, Key No. 109698, Code No. 016. A legal description of that parcel which contains approximately 7.9 acres has been prepared and is attached hereto as Exhibit "A" to this Addenda and incorporated herein. Sellers intended to make a separate tax lot by use of an existing partition map or to do a boundary line adjustment and deed the parcel to Rick Rawson and Jennifer Rawson. Purchaser has negotiated with Sellers an agreement as follows:

(a) Purchaser will pay to Sellers the sum of EIGHT THOUSAND and no/100 (\$8,000) DOLLARS, said sum to be added to and become part of the unpaid balance remaining due under the original Contract of Sale, in consideration of which Sellers agree to relinquish their right to retain the 7.9 acre surveyed parcel and sell to Purchaser the following items of personal property, to wit:

68 joints of 3 inch x 40 foot aluminum pack line
15 joints of 6 inch x 30 foot aluminum main line
All perimeter fencing around the parcel.

(b) Purchase price shall be allocated \$6,000.00 to the land and \$2,000.00 for irrigation lines and perimeter fencing;

(c) The parties agree that the 3 inch pack lines have dents and bends and are serviceable for pasture irrigation. Purchaser

has rented the parcel as pasture and is familiar with all the irrigation lines and fencing on and around the 7.9 acre parcel;

(d) Seller and Purchaser acknowledge and agree that the present balance due under the Contract of Sale is \$597,000.00 and by adding the \$8,000.00 additional to this balance, the then current balance remaining due under the Contract of Sale shall be \$605,000.00 which shall continue to bear interest at the rate of 8% per annum on the unpaid balance and the monthly interest only payments shall be adjusted to \$4,033.34, which shall be due on June 1, 1995 and a like payment on the 1st day of each month thereafter until the full remaining principal balance and all accrued and unpaid interest is paid in its entirety as set forth under paragraph 2. PRICE AND TERMS: of the original Contract of Sale.

All other terms and conditions set forth in the original Contract of Sale dated October 27, 1993 are to remain the same and they are hereby ratified and confirmed.

DATED this 5 day of ^{June}~~May~~, 1995.

SELLERS:


LOREN LOVNESS

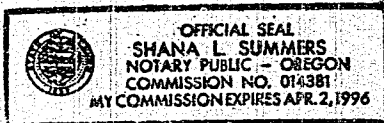

ELSIE LOVNESS

Oregon
~~CALIFORNIA~~
 STATE OF OREGON)
~~Sonoma~~ ss.
 County of ~~Klamath~~)
Jackson

Personally appeared the above-named LOREN LOVENESS and ELSIE LOVENESS and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Shana L. Summers
 Notary Public for Oregon ~~CALIFORNIA~~
 My Commission Expires: ~~1-13-98~~ 4-2-96



PURCHASER:

LR Sturm
 LESTER R. STURM

California
 STATE OF OREGON)
~~Sonoma~~ ss.
 County of ~~Klamath~~)

Personally appeared the above-named LESTER R. STURM and acknowledged the foregoing instrument to be his voluntary act and deed.

Shana L. Summers
 Notary Public for Oregon ~~CALIFORNIA~~
 My Commission Expires: ~~1-13-98~~

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

31581

No. 5907

State of CALIFORNIA

County of SONOMA

On MAY 19, 1995

DATE

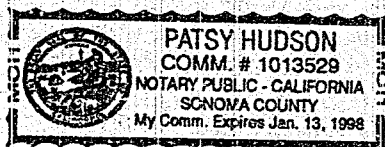
before me, Patsy Hudson

NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Lester R. Sklem

NAME(S) OF SIGNER(S)

☐ personally known to me - OR ☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Patsy Hudson
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ ATTORNEY-IN-FACT ☐ GENERAL
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
☐ OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Addendum to Contract of Sale
TITLE OR TYPE OF DOCUMENT

4
NUMBER OF PAGES

None
DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

31582

Owners
Erwin R. Ritter, L.S. W.R.E.
Dennis A. Ensor, L.S. W.R.E.

TRU (SURVEYING) LINE

TELEPHONE (503) 884-3691

2333 SUMMERS LANE • KLAMATH FALLS, OREGON 97603

OCTOBER 11, 1993

LEGAL DESCRIPTION
FOR
LOREN LOVENESS

A TRACT OF LAND SITUATED IN PARCEL 1-OF "MINOR LAND PARTITION 37-80", BEING IN THE W1/2 SW1/4 NE1/4 OF SECTION 12, T41S, R12EWM, KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS.

BEGINNING AT A POINT ON THE NORTH LINE OF SAID W1/2 SW1/4 NE1/4, FROM WHICH THE C-N 1/16 CORNER OF SAID SECTION 12 BEARS N89°50'18"W 30.00 FEET; THENCE, ALONG THE BOUNDARIES OF SAID PARCEL 1, S00°22'18"E 521.19 FEET, S89°54'18"W 30.00 FEET, S00°22'18"E 277.43 FEET, S29°56'18"E 60.79 FEET, S00°22'18"E 60.00 FEET, N89°37'42"E 30.00 FEET, N00°22'18"W 330.02 FEET, AND N89°54'18"E 532.49 FEET; THENCE, ALONG THE LINE OF SAID PARCEL 1 AND ITS EXTENSION, N00°12'25"W 670 FEET, MORE OR LESS, TO A POINT ON THE NORTH LINE OF SAID W1/2 SW1/4 NE1/4; THENCE WESTERLY 565 FEET, MORE OR LESS, TO THE POINT OF BEGINNING, CONTAINING 7.9 ACRES, MORE OF LESS.

REGISTERED
PROFESSIONAL
LAND SURVEYOR

Dennis A. Ensor

OREGON
JULY 25, 1990
DENNIS A. ENSOR
2442

EXPIRES 12-31-93

Dennis A. Ensor
DENNIS A. ENSOR O.L.S. 2442

EXHIBIT "A" - ADDENDUM TO CONTRACT OF SALE

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle
of Sept. A.D., 19 97 at 3:54 o'clock P. M., and duly recorded in Vol. M97
of Deeds on Page 31577

FEE \$55.00

By Bernetha G. Letsch, County Clerk
Kathleen Rosa