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MTC 45813-KR
MEMORANDUM CONTRACT OF SALE

* re-recorded to add exhibits A & B

1. This Memorandum Contract of Sale is entered into between The Oncology Corporation, a California corporation, hereinafter referred to as "Seller", and Equity Advantage, Incorporated, an Oregon corporation, hereinafter referred to as the "Buyer".

2. The Seller agrees to sell to the Buyer and the Buyer agrees to purchase from the Seller all of the Seller's right, title and interest, beneficial and legal, in and to (a) that personal property described in Exhibit "A" appended hereto and by this reference incorporated herein, (b) that real property located at 6767 Tingley Road, Klamath Falls, Oregon, and more particularly described in Exhibit "B" appended hereto and by this reference incorporated herein, and (c) that assumed business name "Crossroads Mobile Home Park", hereinafter collectively referred to as the "Property", and, more specifically, hereby agrees to sell, assign and transfer unto the Buyer the Seller's interest in that certain undated Conditional Sales Security Agreement (hereinafter referred to as the "Senior Agreement") by and between Robert F. Secrest and Lucille M. Secrest, as tenants by the entirety, and Thomas S. Curcio and Gertrude A. Curcio, as tenants by the entirety, all as tenants in common and as tenants by the entirety, as sellers and secured parties (hereinafter referred to as the "Senior Sellers") and James D. Finley and Linda L. Finley, as buyers, the rights of which buyers were assigned to the Seller.

3. The purchase price for the Property shall be the sum of \$790,000, payable as follows: (a) \$200,000 in cash upon execution of this Memorandum, (b) the assumption by Buyer of Seller's obligations under the Senior Contract in the present principal balance of \$340,000 (c) the balance of \$250,000 bearing interest at the rate of 8.5% per annum, shall be paid by the Buyer to the Seller in installments of \$2,169.55 of principal and interest per month, payable on or before the first day of every month, commencing ^{JANUARY 1, 1998} ~~November 1, 1998~~, and continuing until ^{December} ~~November~~ 1, 1999, when the entire unpaid principal balance, together with interest accrued thereon and unpaid, shall be due and payable in full.

4. The purchase and sale of the Property shall be on the terms and conditions fully set forth in the Contract of Sale and Assignment of Rights and Obligations Under Conditional Sales Security Agreement between the parties of even date herewith. Those terms and conditions are made a part of this Memorandum of Contract of Sale by this reference.

Executed by the Seller on Oct 28, 1998, at Oakland, California.

The Oncology Corporation,
a California corporation

Attention: John J. Fuery, M.D., President
P. O. Box 150
Hayward, California 94543

By John J. Fuery, President
John J. Fuery, President

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Executed by the Buyer on December 14, 1998, at Lake Oswego, Oregon.

Equity Advantage, Incorporated, Attention: Thomas N. Moore, Exchange
16325 SW Boones Ferry Road, Suite 203
Lake Oswego, Oregon 97035

an Oregon corporation

By [Signature]

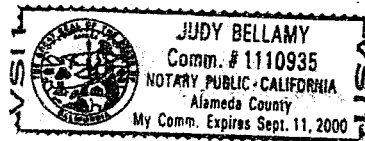
California Acknowledgment

State of California)
) ss
County of Alameda)

On Oct 28, 1998, before me, Judy Bellamy, a Notary Public, personally appeared John J. Fuery, proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity and that by his signature on the instrument the entity upon behalf of which the person acted executed the instrument.

WITNESS my hand and official seal.

Judy Bellamy



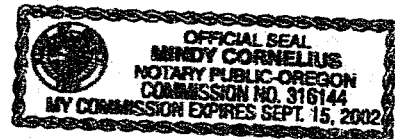
Oregon Acknowledgment

State of Oregon)
) ss
County of)

This instrument was acknowledged before me on DECEMBER 14, 1998, by THOMAS N. MOORE, as PRESIDENT of Equity Advantage, Incorporated, an Oregon corporation.

Mindy Cornelius
Notary Public for Oregon

My commission expires: 9/15/2002



STATE OF OREGON: COUNTY OF CLATSOP: ss.

Filed for record at request of Amerititle the 16th day of December, A.D. 1998, at 3:21 o'clock P.M., and duly recorded in Vol. M98 of Deeds on Page 46055.

FEE \$35.00

By Bernetha G. Letsch, County Clerk

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EXHIBIT A

LIST OF PERSONAL PROPERTY

One Ford tractor M850 bucket and blade, serial # EAF6015J-64U-1, bucket model #WMD5FF

One 1967 Ford pickup with wire cage. License #MCH479, Serial #479FLOYRA45215

Two riding lawn mowers

Two power lawn mowers

One Burton power snake

One spray rig

Miscellaneous garden tools, plumbing and electrical fixtures and replacements therefor

EXHIBIT B

DESCRIPTION OF REAL PROPERTY

Parcel 1

Beginning at a point which lies south 0 degrees 10' West along the Section line a distance of 375 feet from the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, and running thence; North 88 degrees 50 $\frac{1}{2}$ ' East 300 feet to a point; thence South 0 degrees 10' West 265.6 feet to a point; thence South 88 degrees 50 $\frac{1}{2}$ ' West 300 feet to the section line; thence North 0 degrees 10' East along said Section line 265.6 feet to the point of beginning.

Parcel 2

Beginning at an iron pin which lies South 0 degrees 10' West along the Section line a distance of 239 feet and North 88 degrees 50 $\frac{1}{2}$ ' East parallel to the 40 line a distance of 300 feet from the Northwest corner of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 21, Township 39 South, Range 9 East of the Willamette Meridian, and running thence; continuing North 88 degrees 50 $\frac{1}{2}$ ' East a distance of 56 feet to a point; thence North 0 degrees 10' East a distance of 238 feet to a point on the 40 line; thence North 88 degrees 50 $\frac{1}{2}$ ' East along the 40 line; a distance 279 feet to a point; thence South 0 degrees 10' West a distance of 583.8 feet to a point; thence South 89 degrees 40' East a distance of 160 feet to a point; thence South 0 degrees 10' West a distance of 270 feet to a point in the centerline of Morningside Lane; thence South 88 degrees 50 $\frac{1}{2}$ ' West along the centerline of Morningside Lane a distance of 795 feet to a point on the West line of Section 21; thence North 0 degrees 10' East along the West line of Section 21 a distance of 217.4 feet to a point; thence North 88 degrees 50 $\frac{1}{2}$ ' East a distance of 300 feet to a point; thence North 0 degrees 10' East a distance of 402.6 feet, more or less to the point of beginning.

EXCEPTING THEREFROM that portion lying with Midland Road and Joe Wright Road.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Amerititle the 18th day
of December A.D., 1998 at 9:05 o'clock A. M., and duly recorded in Vol. M98
of Deeds on Page 46271.

FEE \$20.00 Re-record

Bernetha G. Letsch, County Clerk
By Kathleen Ross