

CONTRACT—REAL ESTATE

Vol M99 Page 20111

THIS CONTRACT, Made this 26 day of April, 1999, between
Robert C. Johnson & Patricia A. Johnson, Trustee's, UDT, Dated
May 31, 1995
and Claud O. Reid, Danielle J. Reid, Joan M. Reid & Sam W. Reid, as
Joint Tenants, hereinafter called the seller,
WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller
agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands
and premises situated in Klamath County, State of Oregon, to-wit:

LOT 6, BLOCK 2, TRACT 1218, DODDS HOLLOW ESTATES, in the County
of Klamath, State of Oregon

for the sum of Thirty Four Thousand Six Hundred Fifty 00/100 Dollars (\$ 34,650.00),
hereinafter called the purchase price, on account of which Three Hundred Forty Five & 00/100
Dollars (\$ 345.00) is paid on the execution hereof (the receipt of which is
hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in
amounts as follows, to-wit:

The balance of \$34,305.00 to be payable in monthly installments
of not less than \$345.00, or more, including 9% interest per annum.
Interest to begin May 1, 1999. The first monthly payment shall be
due June 1, 1999, and on the 1st day of each month thereafter until
the principle balance has been paid in full. There shall be no
penalty for pre-payment. A late charge of \$15.00 will be assessed
on any payment received 15 days past the due date.

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of 9 per-
cent per annum from May 1, 1999 until paid; interest to be paid monthly and * to be included in
the minimum regular payments above required. Taxes on the premises for the current tax year shall be prorated between the parties
hereto as of NONE, 1999.

The buyer warrants to and covenants with the seller that the real property described in this contract is
* (A) primarily for buyer's personal, family or household purposes,

(B) ~~for investment or business or commercial purposes~~

The buyer shall be entitled to possession of the lands on May 1, 1999, and may retain such possession so
long as buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the
buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that
buyer will keep the premises free from construction and all other liens and save the seller harmless therefrom and reimburse seller for all
costs and attorney's fees incurred by seller in defending against any such liens; that buyer will pay all taxes hereafter levied against the
property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon the premises, all
promptly before the same or any part thereof become past due; that at buyer's expense, buyer will insure and keep insured all buildings
now or hereafter erected on the premises against loss or damage by fire (with extended coverage) in an amount not less than \$ 0.00
in a company or companies satisfactory to the seller, specifically naming the seller as an additional insured, with loss payable first to the
seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as
insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes or charges or to procure and pay for such insurance, the
seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest
at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

~~The seller hereby warrants to the buyer that the above described real property is not subject to any lien or encumbrance other than those specifically mentioned in this contract.~~

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the
buyer) conveying the above described real estate in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as
of the date hereof, excepting the easements, building and other restrictions now of record, if any, and None

and has placed
the deed, together with an executed copy of this contract ~~and the deed~~, in escrow with

Amerititle Company of Klamath Falls, Oregon
escrow agent, with instructions to deliver the deed, together with the deed and title insurance policy, to the order of the buyer, buyer's
heirs and assigns, upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer
agrees to pay the balance of the purchase price and the respective installments thereof, promptly at the times provided therefor, to the
said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal
shares; the collection charges of the agent shall be paid by the 1/2 Seller and 1/2 Buyers

(Continued on Reverse)

* IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and
if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by
making required disclosures; for this purpose, use Stevens-Ness Form No. 1319 or equivalent.

R. S. P. Johnson, trustee's
P. O. Box 2270

Lake Havasu City, AZ. 86505

Grantor's Name and Address

Sam Reid, et. al.

R.R. 2, Box 143

Tulelake, CA. 96134-9654

Grantee's Name and Address

After recording return to (Name, Address, Zip):

Amerititle Co.

Until requested otherwise send all tax statements to (Name, Address, Zip):

Buyers Address

SPACE RESERVED
FOR
RECORDER'S USE

STATE OF OREGON,

County of } ss.

I certify that the within instrument
was received for record on the day
of , 19 , at
 o'clock M., and recorded in
book/reel/volume No. on page
 and/or as fee/file/instru-
ment/microfilm/reception No. ,
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

NAME

TITLE

By , Deputy

The seller agrees that at seller's expense and within 10 days from the date hereof, seller will furnish unto buyer a ~~copy~~ copy of the deed, map, plat, or other instrument, together with the building and other restrictions and easements now of record, if any. Seller also agrees that when the purchase price is fully paid and upon request and upon surrender of this agreement, seller will deliver a good and sufficient deed conveying the premises in fee simple unto the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since the date placed, permitted or arising by, through or under seller, excepting, however, the easements, restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or buyer's assigns.

And it is understood and agreed between the parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within 20 days of the time limited therefor, or fail to keep any agreement herein contained, then the seller shall have the following rights and options:

- (1) To declare this contract cancelled for default and null and void, and to declare the purchaser's rights forfeited and the debt extinguished, and to retain sums previously paid hereunder by the buyer;*
- (2) To declare the whole unpaid principal balance of the purchase price with the interest thereon at once due and payable; and/or
- (3) To foreclose this contract by suit in equity.

In any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest in the seller without any act of re-entry, or any other act of the seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of the 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 the seller as the agreed and reasonable rent of the premises up to the time of such default. And the seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect seller's right hereunder to enforce the same, nor shall any waiver by the 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 34,650.00 ~~the whole~~ the whole consideration (indicate which). ①

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in the suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in the suit or action and if an appeal is taken from any judgment or decree of the trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, the parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its name to be signed and its seal, if any, affixed by an officer or other person duly authorized to do so by order of its board of directors.

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.

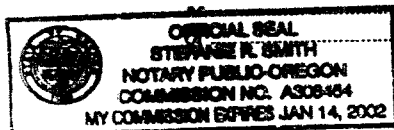
*SELLER: Comply with ORS 93.905 et seq prior to exercising this remedy.

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, County of Marathon ss.

This instrument was acknowledged before me on May 7, 1999, by Clara O. Reid

This instrument was acknowledged before me on May 7, 1999, by Danielle J. Reid



Stephanie R. Smith
Notary Public for Oregon

My commission expires Jan 14, 2002

ORS 93.635 (1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(Description Continued)

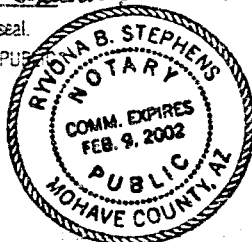
STATE OF ARIZONA
COUNTY OF MOHAVE }

This instrument was acknowledged before me this 14 day of

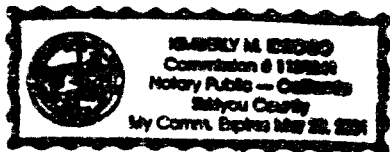
May, 1999, by Robert C. Johnson & Patricia A. Johnson

In witness whereof I hereunto set my hand and official seal.

Stephanie R. Smith NOTARY PUBLIC



State of California
 County of Siskiyou
 On 5/1/99 before me, Kimberly M. Edrigo
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Joan M. Reid
Name(s) of Signer(s)



- ☒ personally known to me
☐ 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.

Kimberly M. Edrigo
Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Contract - Real Estate

Document Date: 5/1/99 Number of Pages: 1

Signer(s) Other Than Named Above: Sam Reid, Claud Reid, Danielle Reid

Capacity(ies) Claimed by Signer(s)

Signer's Name: Joan M. Reid

- ☒ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

Signer is Representing:

Self

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
OF SIGNER

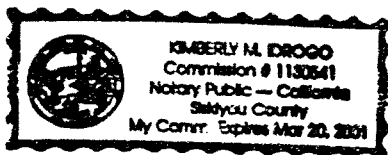
Top of thumb here

Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

20114

State of California
 County of Siskiyou
 On 5/4/99 before me Kimberly M. Idrogo
 Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")
 personally appeared Sam W Reid
 Name(s) of Signer(s)



- ☒ personally known to me
☐ 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.

Kimberly M. Idrogo
 Signature of Notary Public

OPTIONAL

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

Description of Attached Document

Title or Type of Document: Contract - Real Estate

Document Date: 5/4/99 Number of Pages: 1

Signer(s) Other Than Named Above: Joan Reid, Claud Reid, Danielle Reid

Capacity(ies) Claimed by Signer(s)

Signer's Name: Sam W Reid

- ☒ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing: Self

Signer's Name: _____

- ☐ Individual
☐ Corporate Officer
 Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Attorney-in-Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

RIGHT THUMBPRINT
 OF SIGNER
 Top of thumb here

Signer Is Representing: _____

State of Oregon, County of Klamath
 Recorded 5/20/99, at 11:38 a.m.
 In Vol. M99 Page 2011
 Linda Smith, County Clerk
 Fee \$ 40 -

Linda Smith