

**Land Sale Contract**

**THIS AGREEMENT**, Made this 11<sup>th</sup> day of June, 1999 by and between Catherine Weiser and Jack Weiser 3920 Grenada Way, Klamath Falls, Oregon, here in after called the seller, and Robert A. Fletcher, P O. Box 7509 Klamath Falls, OR 97602 here in after called buyer.

**WITNESSETH:**

Seller hereby agree to sell to buyers, and the latter here by agree to buy from the former, with right of survivorship, the following described real property situated in Klamath County, Oregon

Tract of land situate in the SW1/4SW1/4 of Section 34, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin located South 1 degree 29' East a distance of 1320.4 feet from the West one quarter corner of Section 34, Township 35 South, Range 7 East of the Willamette Meridian, said one quarter corner being monumented by a 1" inch pipe 3 feet long, and said beginning point being on the East boundary line of the State Highway, thence East along the North line of the SW1/4 SW1/4 of said Section, Township and Range, a distance of 405 feet, to an iron pin; thence South 225 feet to an iron pin; thence West 366.6 feet to the East Boundary of the State Highway to an iron pin; thence North 9 degree 45' West along said East boundary of said highway a distance of 228 feet, more or less, to the Point of Beginning.

EXCEPTING road right of way along the South boundary thereof.

**SUBJECT TO THE FOLLOWING EXCEPTIONS:**

1. Reservations, restrictions, easements and rights of way of record and those apparent on the land.
2. liens and assessments of Klamath project and Klamath irrigation district, and regulations, easements, contracts, water and irrigation rights in connection therewith.
3. The following statement required by law: This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses.

In addition to the above said real property, the following personal property in its present condition, as is, is also included as part of the said property purchased for the purchase price. Sellers to deliver bill of sale to Buyer for said personal property at time of closing. Buyer agrees to pay the additional sum of \$5,000.00 down upon execution and delivery of this contract. Buyer agrees to pay the remaining balance of the obligation. As of this date is \$30,000.00, payable in monthly instalments of not less than \$300.00 including interest at 10.0 percent per annum on the unpaid balance from 11 day of June 1999, the first payment to be made on July 1, 1999 until the entire principal balance and interest are paid in full. Each payment shall be first applied to the interest owed to date of payment and the balance to principal. Additional payments may be made at any time without penalty, prepayments shall not excuse Buyer from making the regular payments due under this contract until the remaining balance has been paid in full. All payments shall be made to ASPEN TITLE & ESCROW INC. 525 Main St. Klamath Falls, Oregon 97601 (541)884-5137

#### **SELLERS FURTHER AGREE TO DO THE FOLLOWING**

1. Give Buyer possession of said real property upon execution and delivery of this contract and upon payment of the balance of said down payment.

#### **BUYER FURTHER AGREE TO DO THE FOLLOWING**

1. Make all payments to Aspen Title & Escrow INC. 525 main st. Klamath Falls, OR 97601 here in called for, promptly, not later than thirty days after due dates thereof, time being in all respects of the essence of this agreement.
2. Promptly pay all taxes and assessments accruing against said real property subsequent to 1999 and promptly pay all indebtedness incurred by their acts which may become a lien against said real property.
3. Should buyer fail to perform any of the terms of this contract, time of payment and performance being of the essence, Sellers shall, at their option, subject to the requirements of notice as herein provided, have the following rights: (a) to declare this agreement null and void as of the date of the breach of contract and to retain as liquidated damages the amount of any payments therefore made under this contract.
4. Buyer agrees that Buyer has ascertained, from sources other than Sellers the applicable zoning, building, housing, and other regulatory ordinances and laws and that Buyer accepts the property with full awareness of these ordinances and laws as they may affect the present use or any intended use of the property; and Sellers have made no representations with respect to such laws or ordinances. This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations.

If sellers elect to declare this agreement null and void, all of the right, title, and interest of Buyer shall revert to and revert in sellers without any act of reentry or without any other act by sellers to be performed, and buyer agree, in such event, to peaceably surrender the premises to sellers.


Waiver by Sellers of any breach of any of the terms of this agreement shall not be considered a waiver of subsequent breaches, if any.

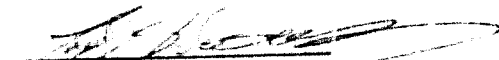
In the event Sellers or Buyer file suit or action to enforce any of the provisions hereunder, the prevailing party shall be entitled to recover their reasonable Attorney's Fees in such suit or action as determined by the court.

This agreement shall bind and insure to the benefit of the parties here to and their executors, administrators, heirs, successors and assigns.

IN WITNESS WHEREOF, said parties hereunto set their hands.

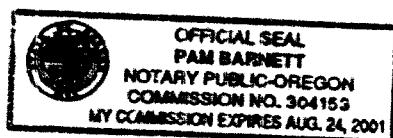
  
Catherine Weiser-Gonzalez

  
Robert A. Fletcher

  
Jack S. Weiser

STATE OF OREGON )  
 )ss.  
 COUNTY of KLAMATH )

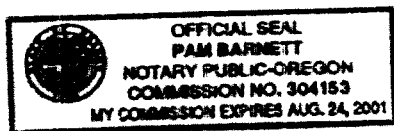
On this 16<sup>th</sup> day of ~~June~~<sup>July</sup> 1999, before me a Notary Public for Oregon, personally appeared the above named Catherine Weiser-Gonzalez and Jack S. Weiser and acknowledged the foregoing instrument to their voluntary act and deed.



Pam Barnett  
 Notary Public for Oregon  
 My Commission expires: Aug. 24, 2001

STATE OF OREGON )  
 )ss.  
 COUNTY of KLAMATH )

On this 27<sup>th</sup> day of ~~June~~<sup>July</sup> 1999, before me a Notary Public of Oregon, personally appeared the above named Robert A. Fletcher, and acknowledged the foregoing instrument to be their voluntary act and deed.



Pam Barnett  
 Notary Public for Oregon  
 My Commission expires: Aug 24, 2001

Taxes To:  
 Mr. Robert A. Fletcher  
 P.O. Box 7509  
 Klamath Falls, OR 97602

State of Oregon, County of Klamath  
 Recorded 7/27/99, at 3:16 p. m.  
 In Vol. M99 Page 29948  
Linda Smith,  
 County Clerk Fees 45 RR