

Larry Hubbard MTC 1396-2209
REAL PROPERTY SALES AGREEMENT
 4452 LAR. BLVD DR. K Falls, OR

<u>Beulah Maxwell</u> <u>1920 Arthur St #48</u> <u>Klamath Falls, Oregon</u> Seller's Name and Address <u>97603</u> <u>Violet Dillavou</u> <u>PO Box 123 61354 Edsall St</u> <u>Bly OR 97622</u>	STATE OF OREGON)) ss County of) I certify that the within instrument was received for recording on _____, at _____ o'clock ____m., and recorded in book/reel/volume No. _____ on page _____ and/or as fee/file/instrument/microfilm/reception No. _____, Records of this County.				
Buyer's Name and Address After recording, return to (Name, Address, Zip): <u>Dennis Richardson & Associates</u> <u>55 S. 5th St</u> <u>Central Point, OR 97502</u>	Witness my hand and seal of county affixed <table border="0"> <tr> <td style="text-align: center;">Name</td> <td style="text-align: center;">Title</td> </tr> <tr> <td>By _____</td> <td>Deputy</td> </tr> </table>	Name	Title	By _____	Deputy
Name	Title				
By _____	Deputy				
Until requested otherwise, send all tax statements to (Name, Address, Zip): <u>Beulah Maxwell</u> <u>1920 Arthur St #48</u> <u>Klamath Falls, OR 97603</u>					

200 OCT 27 PM 3:14

THIS CONTRACT, Dated 10-19-00, between BEULAH MAE MAXWELL and LARRY FRANCIS HUBBARD, hereinafter called the seller, and VIOLET DILLAVOU, hereinafter called the buyer,

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:

PARCEL I 3714 0311 3200

Beginning at a point which lies South 23° 17' West a distance of 170 feet from an iron pin which marks the Southwest corner of Lot 1, Block 4, Town of Bly and running thence: North 66° 43' West a distance of 4.74 feet to a point; thence North 88° 47' West a distance of 43.11 feet, more or less, to the Northeast corner of parcel of land sold by Ida Nordine Edsall et al., to J. E. Dobbs and Betty Dobbs, husband and wife on October 1, 1951, which point is marked by an iron pin; thence South 1° 13' West a distance of 100 feet to a point on the North line of the alley; thence South 88° 47' East along the Northerly line of the alley a distance of 23.61 feet to a point; thence South 66° 43' East along the Northerly line of an unplatted alley a distance of 25.24 feet, more or less, to the most Westerly corner of a parcel conveyed by John D. Edsall et al., to Lester Cummings by deed recorded on page 230 of Volume 255 of Deeds; thence North 23° 17' East along the Westerly line of said Cummings parcel a distance of 100 feet to a point on the Southerly line of an unnamed street, thence North 66° 43' West along the Southerly line of an unnamed street a distance of 40 feet, more or less, to the point of beginning; said tract in Lots 1 and 2, Section 3, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL II 3714 0311 3300

Beginning at an iron pin which lies South 23° 17' West a distance of 170 feet and North 66° 43' West a distance of 4.74 feet and North 88° 47' West a distance of 43.11 feet from the Iron pin which marks the Southwest corner of Lot 1 in Block 4, TOWN OF BLY, and running thence: Continuing North 88° 47' West along the South line of Edsall Street a distance of 45 feet to an iron pin; thence South 1° 13' West a distance of 100 feet to a point on the North line of the alley; thence South 88° 47' East along the alley line a distance of 45 feet to a point; thence North 1° 13' East a distance of 100 feet, more or less to the point of beginning, said tract being a portion of Lot 1, Section 3, Township 37 South, Range 14 East of the Willamette Meridian.

SUBJECT TO: Rights of the public in and to any portion of the above described property lying within the limits of roads and highways.

Commonly known as 61354 Edsall, Bly, Oregon, as well as all buildings, outbuildings, mobile home (serial #6IYC4320C2S6221, X# 134868), two (2) oil stoves, two (2) wood stoves, washer, dryer, and any oil or wood stored on premises.

for the sum of Twenty Thousand Dollars (\$20,000.00), and other valuable consideration as set forth in the Lease Option Agreement concurrently executed by the above parties, hereinafter called the purchase price, to be paid to the order of the seller or her assigns at the times and in amounts as follows, to-wit:

Within ten (10) days of the receipt by buyer's attorney, Dennis Richardson & Associates, P.C., of the settlement or judgment proceeds resulting from Klamath County civil claim described as Dillavou v. Bob Brook Trucking Company, LLC, ("Settlement/Judgment Proceeds") said attorney shall place the purchase amount into the escrow account opened by the parties hereto at the Klamath Falls office of AmeriTitle.

The true and actual consideration for this conveyance is Twenty Thousand Dollars (\$20,000.00).

The buyer shall sign a lien providing that the buyer's attorney shall pay the Settlement/Judgment Proceeds directly from his trust account to the escrow company prior to buyer receiving funds from said Settlement/Judgment Proceeds.

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

The buyer shall be entitled to possession of the lands pursuant to the Lease and Option Agreement, executed herewith, ("Option Agreement"), and may retain such possession unless either this agreement or the Option Agreement shall be cancelled according to their terms.

WARNING: Unless buyer provides seller with evidence of insurance coverage as required by the contract or loan agreement between them, seller may purchase insurance at buyer's expense to protect seller's interest. This insurance may, but need not, also protect buyer's interest. If the collateral becomes damaged, the coverage purchased by seller may not pay any claim made by or against buyer. Buyer may later cancel the coverage by providing evidence that buyer has obtained property coverage elsewhere. Buyer is responsible for the cost of any insurance coverage purchased by seller, which cost may be added to buyer's

balance. The effective date of coverage may be the date buyer's prior coverage lapsed or the date buyer failed to provide proof of coverage.

Seller agrees that 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.

Buyer may procure a title report respecting the subject property. Buyer shall have twenty (20) days after receipt of the report to notify escrow that she does not approve of the title report. Failure to notify escrow in writing that she disapproves of the title report shall be deemed an approval.

Buyer may at her own expense procure a title insurance policy.

Within ten (10) days from execution of this document, the parties hereto shall jointly open an escrow and within seven (7) days of opening escrow shall execute escrow instructions consistent with the terms of the Lease Option Agreement and the Real Property Purchase Agreement. Buyer shall place into the escrow the lien against the Settlement/Judgment Proceeds in favor of seller, in the amount of Twenty Thousand Dollars (\$20,000.00). Seller shall place an executed Warranty Deed to the real property, a Bill of Sale for the mobile home described above, signed by Beulah Mae Maxwell and Larry Francis Hubbard, and all other documents necessary to transfer title of the mobile home and other property subject to the Real Property Sales Agreement. The parties shall divide equally the cost of escrow.

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 fees to be allowed the prevailing party in the suit or action.

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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.

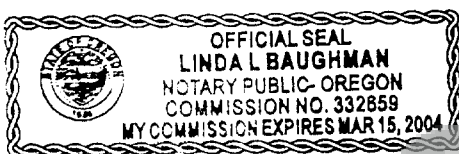
IN WITNESS WHEREOF, the parties have executed this instrument in duplicate.

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.

+ Beulah Maxwell
+ Larry Hubbard
Violet Dillavou

STATE OF OREGON)
) ss.
 County of Klamath)

This instrument was acknowledged before me on 10/19/00, 2000, by Beulah Mae Maxwell.



Linda L. Baughman
 Notary Public for Oregon
 My commission expires 3-15-04

STATE OF OREGON)
) ss.
 County of Klamath)

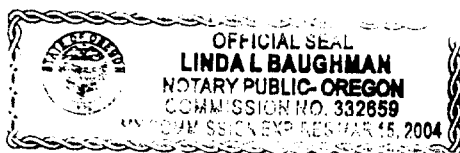
This instrument was acknowledged before me on 10/19/00, 2000, by Larry Francis Hubbard.



Linda L. Baughman
 Notary Public for Oregon
 My commission expires 3-15-04

STATE OF OREGON)
) ss.
 County of Klamath)

This instrument was acknowledged before me on 10/26/00, 2000, by Violet Dillavou.



Linda L. Baughman
 Notary Public for Oregon
 My commission expires 3-15-04

State of Oregon, County of Klamath
 Recorded 10/27/00, at 3:14 p. m.
 In Vol. M00 Page 39401
 Linda Smith,
 County Clerk Fee \$ 36⁰⁰