

RECORDING COVER SHEET1390-
MTC-61218**ALL TRANSACTIONS, PER ORS 205.234**

THIS COVER SHEET HAS BEEN PREPARED BY THE PERSON
PRESENTING THE ATTACHED INSTRUMENT FOR
RECORDING. ANY ERRORS IN THIS COVER SHEET
DO NOT AFFECT THE TRANSACTION(S) CONTAINED
IN THE INSTRUMENT ITSELF.

Vol M03 Page 59715

This Space For County Recording Use Only
as of 1-1-97

AFTER RECORDING RETURN TO

name and address of the person authorized to receive the
instrument after recording, as required by ORS 205.180(4)
and ORS 205.238.

AMERITITLE - Coll #61218

State of Oregon, County of Klamath
Recorded 08/15/2003 3:32 p m
Vol M03 Pg 59715-19
Linda Smith, County Clerk
Fee \$ 41.00 # of Pgs 5

1. **NAME(S) OF THE TRANSACTION(S)**, described in the attached instrument and required by ORS 205.234(a).
Note: Transaction as defined by ORS 205.010 "means any action required or permitted by law to be recorded including, but not limited to, any transfer, encumbrance or release affecting title to or an interest in real property."

CONTRACT

2. **DIRECT PARTY**, name(s) of the person(s) described in ORS 205.125(1)(b) or
GRANTOR, as described in ORS 205.160.

John Collins & Bridget Collins, as Tenants by the entirety as to 70% interest
and Eileen M. Collins, as to an undivided 30% interest, as Tenants in Common

3. **INDIRECT PARTY**, name(s) of the person(s) described in ORS 205.125(1)(a) or
GRANTEE, as described in ORS 205.160.

Dennis C. Long & Patricia A. Long

4. **TRUE AND ACTUAL CONSIDERATION PAID** for instruments conveying or contracting to convey fee title to any
real estate and all memoranda of such instruments, reference ORS 93.030.

\$400,000.00

5. **UNTIL A CHANGE IS REQUESTED, ALL TAX STATEMENTS SHALL BE SENT TO THE FOLLOWING
ADDRESS** for instruments conveying or contracting to convey fee title to any real estate, reference ORS 93.260.

Dennis C. Long & Patricia A. Long, 3946 LaMarada Way, Klamath Falls, OR 97603

6. **FULL OR PARTIAL SATISFACTION, IF ANY, OF THE LIEN CLAIM CREATED BY THE ORDER or
WARRANT**, for instruments to be recorded in County Clerk Lien Records, reference ORS 205.125(1)(e).

7. **THE AMOUNT OF THE CIVIL PENALTY OR THE AMOUNT, INCLUDING PENALTIES, INTEREST AND
OTHER CHARGES, FOR WHICH THE WARRANT, ORDER OR JUDGMENT WAS ISSUED**, for instruments to
be recorded in County Clerk Lien Records, reference ORS 205.125(1)(c) and ORS 18.325.

AMERITITLE has recorded this
instrument by request as an accommodation only,
and has not examined it for regularity and authenticity
or as to its effect upon the title to any real property
that may be described therein.

41 m

CONTRACT TO BUY COMMERCIAL REAL ESTATE
AND SELLER FINANCING AGREEMENT

59716

Date: 8/12/03

1. **AGREEMENT.** Buyer agrees to buy and the undersigned Seller agrees to sell the Property defined below on the terms and conditions set forth in this contract.

2. **DEFINED TERMS.**

a. **Buyer.** Dennis C. Long and Patricia A. Long, will take title to the real property described below as Tenants by the Entirety.

b. **Seller.** John Collins and Bridget Collins, as Tenants by the Entirety as to 70% interest and Eileen M. Collins, as to an undivided 30% interest, as Tenants in Common will transfer title of the real property described below.

c. **Property.** The Property is the following legally described real estate: Lot 1 in Block 1 of TRACT 1239, RE-SUBDIVISION OF LOT 5, BLOCK 1, WASHBURN PARK, TRACT 1080, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon commonly known as 3040 Washburn Way, Klamath Falls, Oregon 97603 together with the interests, easements, rights, benefits, improvements, and attached fixtures appurtenant thereto, all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded.

3. **INCLUSIONS.**

a. The purchase Price includes besides the land and improvements the following items (Inclusions):

(1) **Fixtures.** If attached to the Property on the date of this contract, lighting, heating, plumbing, ventilating, and air conditioning fixtures, inside telephone wiring, exterior lighting and sign structure.

(2) **Other Fixtures.** The interior elevated office, interior wall partitions, bathrooms, utility rooms, and storage shelving.

4. **PURCHASE PRICE.** The purchase Price set forth below shall be payable in U.S. Dollars in the form of cash, check, or money order.

a. The Purchase price is \$400,000

5. **SELLER FINANCIAL AGREEMENT.**

a. **Loan.** The Seller shall be the Lender of the sum required to acquired the property at the purchase price plus interest.

b. **Terms.** Amortized on the basis of 20 years with a balloon payment in the 10th year, payable at \$3,345.86 per month including principal and interest at a rate of 8% per annum. Payments shall commence on August 15th and shall be due on the 15th day of each following month to AmeriTitle, P.O. box 5017, Klamath Falls, OR 97601-0219. AmeriTitle will serve as the contract fund collector and distributor. If not sooner paid, the balloon balance of principal and accrued interest shall be due and payable 120 months after closing, July 15, 2013. If any payment is not received within 60 days after its due date, a late charge of 0.5% on such monthly payment shall be due. Buyer/Borrower may prepay the outstanding balance of the principal, in whole or in part, without a penalty.

c. **Property Insurance.** Buyer/Borrower shall keep the improvements now existing and hereafter erected on the Property insured against loss by fire or hazards in the amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the outstanding sums of this agreement secured by the Property. Insurance proceeds shall be applied to restoration or repair of the damaged Property, provided such repair is economically feasible. If such restoration or repair is not economically feasible the insurance proceeds shall be applied to the outstanding sums of this agreement and the remainder to the Buyer/Borrower.

d. **Property Taxes.** Buyer/Borrower shall keep the Property Taxes assessed current.

e. **Maintenance.** Buyer/Borrower shall keep the Property in good repair and shall not allow unreasonable deterioration of the Property. Buyer/Borrower shall perform all of the obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

f. **Protection of Seller/Lender's Security.** If the Buyer/Borrower fails to perform the covenants and financial obligations contained in this agreement or action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender with notice to the Borrower, shall seek remedy through Mediation. If Mediation does not resolve the issues, then foreclosure proceedings may begin.

g. **Borrower Time Extension.** Extension of the time for payment or amortization of the sums maybe granted by the Seller/Lender upon reasonable presentation of circumstances. This shall not release the Borrowers liability as per this agreement.

h. **Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the Borrowers shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure. Upon such payment, this Agreement and the obligations hereby remain in full force and foreclosure proceedings shall be discontinued.

6. **TITLE.**

a. **Title Review.** A Title Search and Report has been accomplished and reviewed by Seller and Buyer and has been accepted.

7. **CLOSING COSTS: DOCUMENTS AND SERVICE.** Buyer and Seller shall pay, in Good Funds, their respective Closing costs and all other items required to be paid at Closing, except as otherwise provided herein. Buyer and seller shall sign and complete all customary or reasonably required documents at or before Closing.

8. **PRORATIONS.**

a. **Property Taxes.** 2001-2002 was paid by Seller and no proration of these taxes is required.

b. Rents from Leasee were paid through June to Seller and July rents will be applied to Buyers Closing Costs.

c. **Final Settlement.** Theses prorations shall be final.
Contract & Finance Agreement Long & Collins Page 2 of 4

9. **TRANSFER OF TITLE.** Subject to the terms in this agreement by the Buyer/Borrower, the Seller/Lender shall execute and deliver a good and sufficient deed to the Buyer/Borrower, at Closing, conveying the Property free and clear of all taxes and liens. Title shall be conveyed subject to the Title report General and Special exceptions.

10. **SUCCESSORS AND ASSIGNS.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of the Seller/Lender and the Buyer/Borrower.

11. **ENTIRE AGREEMENT; SUBSEQUENT MODIFICATION; SURVIVAL.** This contract constitutes the entire contract between the parties relating to the subject hereof, and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this contract. No subsequent modification of any of the terms of this contract shall be valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any obligation in this contract which, by its terms, is intended to be performed after Closing shall survive the same.

12. **NOTICE.** Except for the notice requesting mediation, any notice to Buyer/Borrower shall be effective when received by Buyer/Borrower and any notice to Seller/Lender shall be effective when received by Seller/Lender.

Dennis C. Long
Dennis C. Long, Buyer/Borrower

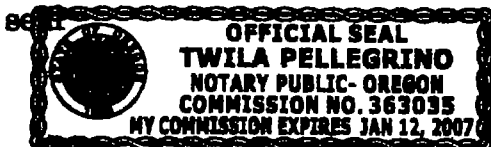
Patricia A. Long
Patricia A. Long, Buyer/Borrower

Date of Buyer's Signature: 8-15-2003 Date of Buyer's Signature: 8-15-2003
Buyer's Address: 3946 LaMarada Way, Klamath Falls, Oregon 97603-7713

STATE OF OREGON, County of Klamath

This instrument was acknowledged before me on August 15, 2003

by DENNIS C. LONG & PATRICIA A. LONG



Twila Pellegrino
Notary Public for Oregon

My commission expires 1-12-2007

John Collins
John Collins, Seller/Lender

Bridget Collins
Bridget Collins, Seller/Lender

Date of Seller's Signature: 8-8-03 Date of Seller's Signature: 8-8-03
Seller's Address: PO Box 127, Trail, Oregon 97541

STATE OF OREGON, County of Jackson

This instrument was acknowledged before me on August 8th, 2003

by JOHN COLLINS & BRIDGET COLLINS
seal



Ed Kahut
Notary Public for Oregon

My commission expires 6-2-05

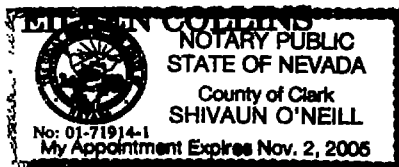
Eileen Collins
Eileen Collins, Seller/Lender

Date of Buyer's Signature: 8/12/03
Seller's Address: 1021 Silver Creek Ave., Las Vegas, NV 89123

STATE OF NEVADA, County of CLARK

This instrument was acknowledged before me on August 12, 2003

by
seal



Shivaun O'Neill
Notary Public for ~~Oregon~~ NEVADA

My commission expires Nov. 2, 2005