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NJC-62753M

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Autism One P.L.P. and
Commercial Redevelopment Co.
P.O. Box 4460, Medford, Or. 97501

Ramona McDonald Echen
3708 Elmwood
Klamath Falls, Or. 97603

Autism One P.L.P.
P.O. Box 4460
Medford, Or. 97501

Autism One P.L.P.
P.O. Box 4460
Medford, Or. 97501

OFFICE RESERVES FOR ADDITIONAL USE

State of Oregon, County of Klamath
Recorded 01/14/2004 8:50 p.m.
Vol M04 Pg 2375-76
Linda Smith, County Clerk
Fee \$ 26.00 # of Pgs 2

State of Oregon, County of Klamath
Recorded 08/15/2004 10:57 a.m.
Vol M04 Pg 38241-44
Linda Smith, County Clerk
Fee \$ 36.00 # of Pgs 4
2000 NS

CONTRACT - REAL ESTATE

THIS CONTRACT, Dated December 15th, 2003, between
Autism One P.L.P. and Commercial Redevelopment Co.

and Ramona McDonald Echen, hereinafter called the seller,

and Autism One P.L.P., 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:

LEGAL DESCRIPTION FOR PROPOSED PARCEL 2 11/20/03

A parcel of land being a portion of land partition 48-02 as filed at the Klamath County Clerk's office, situated in the NW1/4 NW1/4 of Section 16, Township 36 South, Range 6 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at the Northwest corner of said section 16, thence along the North line of said Section 16, South 89°00'00" East, 64.11 feet; thence leaving said North line, South 89°00'42" West, 45.00 feet to a point designated on the "Initial Point" of said Land Partition 48-02; thence North 49°29'30" East, 21.04 feet to a point on the Southerly right-of-way line of Highway Avenue; thence along said Southerly right-of-way line, South 89°00'00" East, 226.00 feet to the TRUE POINT OF BEGINNING; thence continuing along said Southerly right-of-way line, South 89°00'00" East, 204.48 feet to a point on the Westerly right-of-way line of Broadway Street; thence along said Westerly right-of-way line, South 89°00'42" West, 210.00 feet; thence leaving said Westerly right-of-way line, North 89°00'00" West, 202.70 feet; thence North 89°00'42" West, 210.00 feet back to the TRUE POINT OF BEGINNING. Containing 1.37 acres, more or less.

SUBJECT TO a 16 foot right-of-way easement by Deed Volume 882, Pg 21046 and a 30 foot access easement as created by Land Partition 48-02 as filed at the Klamath County Clerk's office.

for the sum of Three Hundred Fifty Eight Thousand Sixty Three Dollars (\$ 358,063.00), hereinafter called the purchase price, on account of which Two Hundred Thousand Dollars (\$ 200,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of the purchase price (to-wit: \$ 158,063.00) to the order of the seller in monthly payments of not less than Nine Hundred Sixty Two Dollars (\$ 922.00) each,

payable on the 1st day of each month hereafter beginning with the month and year JANUARY 1st, 2004, and continuing until the purchase price is fully paid.

The true and actual consideration for this conveyance is \$ 358,063.00. (Here comply with ORS 93.030.)

The balance owed at the anniversary of 36 months from above date will become all due and payable.

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of 7 1/2 percent per annum from December 15th, 2003 until paid; interest to be paid monthly and ☐ in addition to ☐ to be included in the minimum monthly payments above required. Taxes on the premises for the current tax year shall be paid between the parties hereto as of December 15th, 2003.

The buyer warrants to and covenants with the seller that the real property described in this contract is:
(A) primarily for the buyer's personal, family or household purposes,
(B) for an organization or (even if buyer is a natural person) for the business or commercial purposes.

The buyer shall be entitled to possession of the lands on closing, and may retain such possession as 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 other damage that buyer will keep the premises free from encumbrances and all other liens and save the seller harmless from and reimburse seller for all costs and attorney 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 costs, public charges and municipal fees 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 \$ 0/0 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 issued. If the buyer shall fail to pay any such taxes, costs, water costs, taxes or charges, the seller or any of its agents or any person so made shall be added to and become a part of the debt created by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right relating to the seller for the benefit of contract.

IN WITNESS WHEREOF, the parties have hereunto signed their names and seals, and the seller has caused the same to be attested by the County Clerk of said County, and the buyer has caused the same to be attested by the County Clerk of said County, on the day and date first above written.

36000
+ 20000
= 56000

*This document is being re-recorded to add signature pages.

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 claims 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 contract or loan balance. If it is so added, the interest rate on the underlying contract or loan will apply to it. The effective date of coverage may be the date buyer's prior coverage lapsed or the date buyer failed to provide proof of coverage. The coverage seller purchases may be considerably more expensive than insurance buyer might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

The seller agrees that at seller's expense and within 1025 days from the date hereof, seller will furnish unto buyer a title insurance policy insuring (in an amount equal to the purchase price) substantially this in and to the premises in the seller on or subsequent to the date of this agreement, cover and protect the usual printed exceptions and the building and other improvements and contents now or hereafter, if any. Seller also agrees that when the purchase price is fully paid and upon payment of the purchase price, seller will deliver a good and sufficient deed describing the premises in the simple words the buyer, buyer's heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances then the date placed, presented or arising by, through or under seller, excepting, however, the easements, restrictions and the taxes, municipal liens, water rights and public charges as contained 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 this is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, promptly within 30 days of the time fixed therefor, or fail to keep any agreement herein contained, then the seller shall have the following rights and remedies:

- (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 same 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 to seller;
- (3) To foreclose this contract by law 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 provided by the buyer hereunder shall revert to and vest in the seller without any act of recovery, or any other act of the seller to be performed and without any right of the buyer of action, compensation or reimbursement for expenses paid on account of the purchase of the property on this contract, fully and promptly as if this contract and such payments had never been made, and in case of such default all payments thereunder made on this contract are to be retained by and belong to the seller as the unpaid and reasonable cost of the purchase up to the date 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 described, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereon 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.

Seller, seller's agents, and the holder of any existing encumbrance in which the lands and premises are subject may enter upon the lands and premises at reasonable times (upon reasonable prior notice to buyer) for the purpose of inspecting the property.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the lending party in the suit or action agrees to pay such sum as the said court may adjudge reasonable as attorney 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 said court, the lending party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney fees on such appeal.

In executing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the contract so requires, the signature hereon shall be taken to agree and include the joint and the several, and that generally all governmental changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and issue 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 in law.

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.

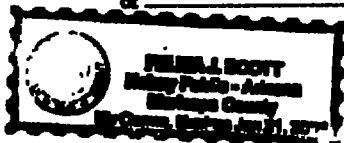
THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THE INSTRUMENT AS A PLACE OF RESIDENCE FOR THE PURPOSES OF THE HOMEOWNERS' EXEMPTION OR ANY OTHER EXEMPTION PROVIDED BY THE TAX LAWS OF THE STATE OF OREGON. THE PROPERTY DESCRIBED IN THIS INSTRUMENT IS NOT A HOMEOWNERS' EXEMPTION PROPERTY AND IS NOT ELIGIBLE FOR THE HOMEOWNERS' EXEMPTION OR ANY OTHER EXEMPTION PROVIDED BY THE TAX LAWS OF THE STATE OF OREGON.

Amelia R. McDonald Eber

SEE ATTACHED PAGE FOR THE
SELLERS SIGNATURES AND NOTARY
ACKNOWLEDGMENTS

- OREGON: Comply with ORS 92.025 or not, prior to executing this contract.

STATE OF OREGON, County of Marathon
This instrument was acknowledged before me on 12/22/2003
by Amelia R. McDonald Eber
This instrument was acknowledged before me on _____
by _____
as _____
of _____



Shirley A. Scott
Notary Public for Oregon
My commission expires 1-21-2005

ORS 92.025 (1) All instruments containing a conveyance of 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 owner of the title to be conveyed. Such acknowledgments, or a confirmation thereof, shall be recorded by the owner and later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 92.025 (2) Violation of ORS 92.025 is punishable upon conviction by a fine of not more than \$100.

(continued on next page)

STATE OF OREGON)
County of Klamath)
I CERTIFY that this is a true and correct
copy of a document in the possession
of the Klamath County Clerk.

Dated: May 3, 2004
LINDA SMITH, Klamath County Clerk
By: Shirley A. Scott Deputy



SIGNATURE PAGE TO THE CONTRACT – REAL ESTATE DATED DECEMBER
15, 2003

AUTUMN ONE F.L.P (FAMILY LIMITED PARTNERSHIP)

BY: 
JOHN E. BATZER, GENERAL PARTNER


RANDALL SIMONSON DBA COMMERCIAL
REDEVELOPMENT CO.

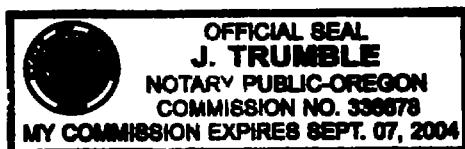
State of Oregon

County of JACKSON

On this 3RD day of JUNE, 2004, personally appeared before me the above named JOHN E. BATZER, GENERAL PARTNER OF AUTUMN ONE F.L.P., and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

J. Trumble
Notary Public for Oregon
My Commission expires: 9.7.04



State of Oregon

County of JACKSON

On this 9th day of JUNE, 2004, personally appeared before me the above named RANDALL SIMONSON, and acknowledged the foregoing instrument to be his/her/their voluntary act and deed.

WITNESS My hand and official seal.

J. Trumble
Notary Public for Oregon
My Commission expires: 9.7.04

