

2009-009837

Klamath County, Oregon

Seller's Name and Address:

CHRISTINE F. SKALLERUD

23159 Manzano Way  
Milville, CA 95062

Buyer's Name and Address:

CLINT S. TUPPER

PO BOX 1203  
Klamath Falls, OR 97601

After Recording Return to:

FIRST AMERICAN TITLE

404 MAIN STREET, SUITE 1

KLAMATH FALLS, OR 97601

Until A Change is Requested

Send Tax Statements to:

BUYER

The true and actual  
consideration stated in this  
instrument is: \$ 80,000.00.

00069719200900098370090099

07/20/2009 03:37:08 PM

Fee: \$81.00

2009-010081

Klamath County, Oregon



00070008200900100810100104

07/24/2009 11:35:43 AM

Fee: \$86.00

1st 1435798

LAND SALE CONTRACT

THIS CONTRACT is made and entered into this 17 day of July, 2009, by and between CHRISTINE F. SKALLERUD, hereinafter called "Seller", and CLINT S. TUPPER hereinafter called "Buyer" (it being understood that the singular shall include the plural if there are two or more sellers and/or buyer).

W I T N E S S E T H:

Seller agrees to sell to Buyer and Buyer agrees to buy from Seller for the price and on the terms and conditions set forth hereafter all of the real property and improvements, civilly described as 3315 Sprague River Road, Chiloquin, OR 97624 in the County of Klamath, State of Oregon and more particularly described on Exhibit A, attached hereto and incorporated by this reference herein as if fully set forth.

SUBJECT TO contract and/or liens for irrigation and/or drainage, restrictions, easements, restrictions and rights-of-way of records, and those apparent on the land.

ALSO SUBJECT TO rights of the public in and to any portion of the herein described property lying within the boundaries of roads and highways.

"BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007. THIS INSTRUMENT DOES 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 THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007."

It is mutually agreed as follows:

1. **Possession:** Buyer shall be entitled to possession of the real property at 5:00 p.m. on the date of closing.

2. **Purchase Price and Payments:** The purchase price for the interest conveyed is the sum of **Eighty Thousand dollars (\$80,000.00)** which such sum shall be payable as follows:

a. Buyer shall pay an initial "Down Payment" in cash in the sum of **Eight Thousand dollars (\$8,000.00)**; and

b. The aforesaid remaining balance of **Seventy Two Thousand dollars (\$72,000.00)** shall be payable in monthly installments of **Four Hundred Fifty-Six Dollars (\$456.00)** per month, such payment including interest at 5% per annum on the unpaid balance; the first of such payments shall be payable upon or before the 17 day of August, 2009, with a further and like installment payment due on the same day of each and every month thereafter until July 17, 2029. **WHEN THE ENTIRE REMAINING BALANCE OF PRINCIPAL AND INTEREST SHALL BE FULLY DUE AND PAYABLE.** Buyer may make advance or excess payments, without penalty and if so made, such payments shall be applied first toward account interest, with the remainder to be applied toward the principal balance. No partial prepayment shall excuse the payment of installments next coming due.

3. **Prepayment Privileges:** After the date hereof, Buyer shall have the privilege of increasing any payment or prepaying the entire balance provided for hereinafter with interest due thereon to the date of payment.

4. **Payment of Liens and Taxes:** Buyer shall pay promptly all indebtedness incurred by Buyer's acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, and encumbrances of whatsoever kind affecting said property after this date; provided, all such taxes, assessments and charges for the current year shall be prorated as of the date hereof, and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price

of said property on the date such payments are made by Seller without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor.

**5. Insurance:** It is agreed that Buyer will keep any building or improvements on said property insured against loss or damage by fire or other casualty in an amount of not less than the full insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss, all uninsured losses shall be borne by the Buyer on or after the date Buyer becomes entitled to possession. Buyer shall furnish Seller proof of such insurance coverage.

**6. Waste Prohibited:** Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair.

**7. Transfer of Title:** Seller shall, upon the execution hereof, make and execute in favor of Buyer a good and sufficient deed in statutory Special Warranty Deed form conveying said property free and clear of all liens and encumbrances, except as provided hereinabove and shall place said documents, together with one of these agreements, in escrow at First American Title Insurance Company of Oregon, 404 Main Street, Ste 1, Klamath Falls, OR 97601, and shall enter into written escrow instructions in a form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said documents to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said documents to Seller.

**8. Collection Escrow:** The described premises are now subject to a certain Trust Deed recorded in the records of Klamath County, Oregon, in Vol M06 at page 01558, the beneficial interest of which has been assigned to Wells Fargo Foothill, Inc. by assignment recorded at 2009-1510, records of Klamath County, Oregon on which the unpaid principal balance thereof at this time is \$unknown and no more, with interest paid to the \_\_\_\_ day of \_\_\_\_\_, 2009, payable in installments of not less than \$ 452.91 per month.

The parties agree that instructions shall be delivered to the collection escrow agent referred to in paragraph 7 hereinabove

providing that upon receipt of each monthly payment from buyer, the amounts due and owing pursuant to the referenced Trust Deed shall (after payment of collection escrow fees) be first paid to the beneficiary of said Trust Deed. Any net remaining amounts shall be payable to Seller.

9. **Property Taken "As Is"**: Buyer certifies that this contract of purchase is accepted and executed on the basis of Buyer's own examination and personal knowledge of the premises and opinion of the value thereof; that Buyer has made a personal inspection of the property so as to determine its acceptability, that no attempt has been made to influence Buyer's judgment; that no representations as to the condition or repair of said premises have been made by Seller or by an agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement, with no express, implied, or other warranties by Seller.

10. **Consent to Assignment**: Buyer shall not assign this agreement, Buyer's rights thereunder, or in the property covered thereby without the written consent of Seller. In the event the within described property, any part thereof, any interest therein (whether legal or equitable) is sold, agreed to be sold, conveyed, assigned or alienated by the Buyer without having first obtained the written consent of the Seller, then, at the Seller's option, all obligations secured by this instrument, irrespective of the maturity date expressed herein, shall become immediately due and payable.

11. **Time of Essence**: It is understood and agreed between the parties that time is of the essence of this contract.

12. **Default**: In case Buyer shall fail to make the payments aforesaid, or make them punctually and upon the strict terms and at the times above specified or fail to keep any of the terms or conditions of this agreement, then Seller, shall, at Seller's option, have the following rights, in addition to other remedies provided under Oregon law:

a. To declare this contract null and void, after giving such notice as is then required by Oregon Revised Statutes; and/or

b. To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or

c. To withdraw said deed and other documents from the escrow; and/or

d. To foreclose this contract by suit or by strict foreclosure in equity.

In any of such cases, all rights and interest created or then existing in favor of Buyer as against Seller hereunder shall utterly cease and determine, and the right to the possession of the premises above described and all other rights acquired by Buyer hereunder shall revert to and revest in Seller without any act of re-entry, or any other act of said Seller to be performed and without any right of Buyer of return, reclamation or compensation for moneys paid on account of the purchase of said 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 said Seller as the agreed and reasonable rent of said premises up to the time of such default. Seller, in case of such default, shall have the right immediately, or any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all of the improvements thereon; and alternatively, Buyer shall have the right to apply to the Court for appointment of a receiver as a matter of right, and nothing in this contract shall preclude appointment of the Seller as such receiver.

**13. Abandonment:** Should Buyer, while in default, permit the premises to become vacant for a period in excess of 20 days, Seller may take possession of same individually or by appointment of a receiver by self-help or by Court order for the purpose of protecting and preserving the property and Seller's security interest herein, and in the event possession is so taken by Seller, Seller shall not be deemed to have waived Seller's right to exercise any of the foregoing rights.

**14. Attorney Fees:** In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

**15. No Waiver:** Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision thereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by 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.

**16. Binding on Successors:** This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

**17. Inclusion of Personal Property:** It is agreed between Buyer and Seller that the sale price for the property being conveyed includes conveyance of certain personal property including the following:

ELECTRIC RANGE  
DISHWASHER  
REFRIGERATOR  
DISPOSAL  
WASHER AND DRYER

All such personal property is conveyed AS IS WITH ALL FAULTS.

**18. Representation by Counsel:** The parties hereto acknowledge that this contract was prepared by Neal G. Buchanan, Attorney at Law, 435 Oak Avenue, Klamath Falls, Oregon 97601 solely on behalf of the Seller and that said Attorney in no way represents the buyer who have been advised to seek the advise of their independent counsel.

**IN WITNESS WHEREOF** the parties have caused this agreement to be executed as of the day and year first above written.

**SELLER:**

**BUYER:**

\_\_\_\_\_  
CHRISTINE F. SKALLERUD  
By and through her Attorney  
In Fact, Donna M. Zamora

\_\_\_\_\_  
*Clint S. Tupper*  
CLINT S. TUPPER

STATE OF OREGON, County of Klamath ) ss.

PERSONALLY APPEARED the above-named CHRISTINE F. SKALLERUD by and through her Attorney in Fact, Donna M. Zamora as SELLER and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON, County of Klamath ) ss.

PERSONALLY APPEARED the above-named CLINT S. TUPPER and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this 17 day of July, 2009



\_\_\_\_\_  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 11/7/09

ELECTRIC RANGE  
DISHWASHER  
REFRIGERATOR  
DISPOSAL  
WASHER AND DRYER


All such personal property is conveyed AS IS WITH ALL FAULTS.

18. Representation by Counsel: The parties hereto acknowledge that this contract was prepared by Neal G. Buchanan, Attorney at Law, 435 Oak Avenue, Klamath Falls, Oregon 97601 solely on behalf of the Seller and that said Attorney in no way represents the buyer who have been advised to seek the advise of their independent counsel.

IN WITNESS WHEREOF the parties have caused this agreement to be executed as of the day and year first above written.

SELLER:

BUYER:

  
CHRISTINE F. SKALLERUD  
By and through her Attorney  
In Fact, Donna M. Zamora

CLINT S. TUPPER

STATE OF OREGON, County of Klamath ) ss.

PERSONALLY APPEARED the above-named CHRISTINE F. SKALLERUD by and through her Attorney in Fact, Donna M. Zamora as SELLER and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

STATE OF OREGON, County of Klamath ) ss.

PERSONALLY APPEARED the above-named CLINT S. TUPPER and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this \_\_\_\_\_ day of \_\_\_\_\_, 2009

NOTARY PUBLIC FOR OREGON  
My Commission Expires: \_\_\_\_\_

*See California  
Acknowledgment*

# CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of SHASTA

On 7/17/09

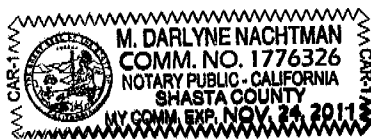
Date

before me, M. Darlyne Nachtmann

Notary

personally appeared Donna M. Zamora

Name(s) of Signer(s)



who 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/it~~ 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.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature M. Darlyne Nachtmann

Signature of Notary Public

Place Notary Seal Above

## 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: Land Sale Contract

Document Date: 7/17/09

Number of Pages: 6

Signer(s) Other Than Named Above: \_\_\_\_\_

### Capacity(ies) Claimed by Signer(s)

Signer's Name: \_\_\_\_\_

☒ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

Top of thumb here

Signer's Name: \_\_\_\_\_

☐ Individual

☐ Corporate Officer — Title(s): \_\_\_\_\_

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: \_\_\_\_\_

Signer is Representing: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER

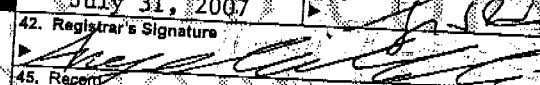
Top of thumb here

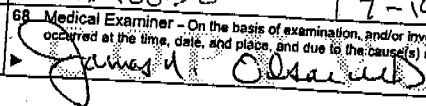


# CERTIFICATION OF VITAL RECORD

## OREGON DEPARTMENT OF HUMAN SERVICES CENTER FOR HEALTH STATISTICS CERTIFICATE OF DEATH

136-

1. Legal Name (Include AKA's, if any)		First: Brent		Middle: Skallerud	Last: Skallerud	Suffix:		2. Death Date (MM/DD/YYYY)		July 17, 2007	
3. Sex (M/F)	4a. Age - Last Birthday	4b. Under 1 Year	4c. Under 1 Day	5. Social Security Number		6. County of Death					
M	51			555-06-9702		Klamath					
7. Birthdate (MM/DD/YYYY)		8a. Birthplace (City/Town, or County)		8b. (State or Foreign Country)		9. Decedent's Education					
August 8, 1955		Newport		California		High School Graduate					
10. Was Decedent of Hispanic Origin? (Yes or No, if yes, specify)		11. Decedent's Race(s)		12. Was Decedent Ever in U.S. Armed Forces?		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown					
No		White									
13. Residence: Number and Street (S.e. 624 SE 5th Street, Apt. No. 8)		14. City/Town		15. State or Foreign Country		16. Zip Code + 4		17. Inside City Limits?			
3315 Sprague River Road		Chiloquin		Oregon		97624-9687		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown			
18. Marital Status at Time of Death		19. Spouse's Name (If married or widowed, give name prior to first marriage.)		20. Usual Occupation (Indicate type of work done during most of working life. DO NOT USE "RETIRED.")		21. Kind of Business/Industry (DO NOT USE COMPANY NAME.)		22. Father's Name (First, Middle, Last, Suffix)			
Married		Christine Jarmus		Handyman		Field Construction		Dean Kenyon Skallerud Sr.			
23. Informant's Name		24. Telephone Number		25. Relation to Decedent		26. Mailing Address (Number & Street, City/Town, State, Zip + 4)		27. Mother's Name Prior to First Marriage (First, Middle, Last)			
Donna Zamora		530-547-4625		sister-in-law		23159 Manzano Way, Millville, CA.		Jeanie Barrett			
28. Place of Death		29. Facility Name		30. City/Town or Location of Death		31. State		32. Zip Code + 4			
Decedent's Residence				Chiloquin		OR		97624-9687			
33. Method of Disposition		34. Place of Disposition (Name of cemetery, crematory, or other place)		35. Location		36. Name and Complete Address of Funeral Facility (Number & Street, City/Town, State, Zip + 4)		37. Date of Disposition (MM/DD/YYYY)			
Cremation		Eternal Hills Crematory		Klamath Falls, Oregon		97603-9613		July 31, 2007			
38. Date of Disposition (MM/DD/YYYY)		39. Funeral Director's Signature		40. OR License Number		41. Local File Number		42. Registrar's Signature			
July 31, 2007				3607		403					
43. Date Received (MM/DD/YYYY)		44. Local File Number		45. Record Amendment		46. Was case referred to Medical Examiner?		47. Autopsy?		48. Were autopsy findings available to complete the cause of death?	
JUL 31 2007						<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	

49. Time of Death		50. Enter the chain of events - diseases, injuries, or complications - that directly caused the death. DO NOT ENTER TERMINAL EVENTS such as cardiac arrest, respiratory arrest or ventricular fibrillation without showing the etiology. DO NOT ABBREVIATE.		51. Other significant conditions contributing to death, but not resulting in the underlying cause given above:	
2037; 911 call		Final disease or condition resulting in death - IMMEDIATE CAUSE - Shotgun wound to abdomen Due to (or as a consequence of) - Due to (or as a consequence of) - Due to (or as a consequence of) - Due to (or as a consequence of) -		Approximate Interval: Onset to Death minutes	
52. Manner of Death		53. If Female		54. Did tobacco use contribute to death?	
<input type="checkbox"/> Natural <input checked="" type="checkbox"/> Homicide <input type="checkbox"/> Accident <input type="checkbox"/> Undetermined <input type="checkbox"/> Suicide <input type="checkbox"/> Pending		<input type="checkbox"/> Not pregnant within past year <input type="checkbox"/> Not pregnant, but pregnant 43 days to 1 year before death <input type="checkbox"/> Pregnant at time of death <input type="checkbox"/> Unknown if pregnant within the past year <input type="checkbox"/> Not pregnant, but pregnant within 42 days before death		<input type="checkbox"/> Yes <input type="checkbox"/> Probably <input checked="" type="checkbox"/> No <input type="checkbox"/> Unknown	
55. Date of Injury (MM/DD/YYYY)		56. Time of Injury		57. Place of Injury (e.g., Decedent's home, construction site, restaurant, wooded area)	
7-17-2007		around 2037		Ranchview	
58. Location of Injury (Number & Street, City/Town, State, Zip + 4)		59. Describe how injury occurred.		60. Name and Address of Certifier (Number & Street, City/Town, State, Zip + 4)	
3315 Sprague River Road, Chiloquin OR		Shot in abdomen with 12 gauge shotgun		James N. Oshman, OSP, Central Point	
61. Name and Title of Attending Physician if Other than Certifier		62. License Number		63. Date Signed (MM/DD/YYYY)	
		MD 10050		7-19-2007	
64. Title of Certifier		65. Medical Examiner - On the basis of examination, and/or investigation, in my opinion, death occurred at the time, date, and place, and due to the cause(s) and manner stated.		66. Record Amendment	
Deputy State M.E.					

THIS IS A TRUE AND EXACT REPRODUCTION OF THE DOCUMENT OFFICIALLY REGISTERED AT THE OFFICE OF THE KLAMATH COUNTY REGISTRAR.

DATE ISSUED:

JUL 31 2007

MARILYN N. G. SUTHERLAND  
COUNTY REGISTRAR  
KLAMATH COUNTY, OREGON

THIS COPY IS NOT VALID WITHOUT INTAGLIO STATE SEAL AND BORDER.

## **EXHIBIT A**

**\*\***

**LEGAL DESCRIPTION:** Real property in the County of Klamath, State of Oregon, described as follows:

**All that portion of the NE1/4 NE1/4 of Section 35 and the NW1/4 NW1/4 of Section 36, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying North of the Sprague River Highway as conveyed to the United States of America by deed recorded April 29, 1951 in Book 291 Page 391, records of Klamath County, Oregon.**

**EXCEPTING THEREFROM the Westerly 800 feet of that portion of the NE1/4 NE1/4 of Section 35, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying North of the Sprague River Highway as conveyed to United States of America by deed recorded April 29, 1951 in Book 291 Page 391, records of Klamath County, Oregon.**

**NOTE: This legal description was created prior to January 1, 2008.**