

BE
 NO PART OF ANY STEVENS-NESS FORM MAY BE REPRODUCED IN ANY FORM OR BY ANY ELECTRONIC OR MECHANICAL MEANS.
JAN Bithell
 Box 337
 Beatty OR 97621
 Seller's Name and Address
Ed Robinson & Lori Richardson
 POB 9371
 PAHrump NV 89060
 Buyer's Name and Address

After recording, return to (Name, Address, Zip):
AMERITITLE - Account Servicing
 300 Klamath Ave.
 Klamath Falls, OR 97601

Until requested otherwise, send all tax statements to (Name, Address, Zip):
Ed Robinson & Lori Richardson
 POB 9371
 PAHrump NV 89060

2010-008363

Klamath County, Oregon



07/12/2010 11:34:25 AM

Fee: \$42.00

SPACE RES
FOR
RECORDER

REAL ESTATE CONTRACT

THIS CONTRACT, Dated July 20, 2007, between
JAN Bithell

and **ED Robinson & Lori Richardson With Rights of Survivorship**, hereinafter called the seller,
 and **ED Robinson & Lori Richardson**, 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:

Sprague River Valley Acres, Block 20
Lot 6 Also Known As 45926 Deer Springs Drive
Beatty or 97621

for the sum of **Fourty Five Thousand** Dollars (\$ **45,000**),
 hereinafter called the purchase price, on account of which

Dollars (\$) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit:

Monthly Payments of \$ 385.13 Three hundred Eighty Five Dollars
And Thirteen Cents.

The true and actual consideration for this conveyance is \$ **45,000**. (Here comply with ORS 93.030.)
Last Payment Due 8/22/17 At which Time The Seller
will Release Interest And Deliver Clear & UnCombered
Title

All of the purchase price may be paid at any time; all of the deferred payments shall bear interest at the rate of **8.5** percent per annum from **July 20 - 07** until paid; interest to be paid and in addition to to be included in the minimum regular payments above required. Taxes on the premises for the current tax year shall be prorated between the parties hereto as of **Paid By Buyer**.

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

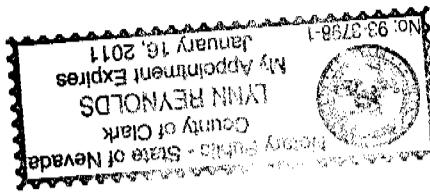
The buyer shall be entitled to possession of the lands on _____, and may retain such possession so long as buyer is not in default under the terms of this contract. The buyer agrees that at all times buyer will keep the premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not suffer or permit any waste or strip thereof; that buyer will keep the premises free from construction and all other liens and save the seller harmless therefrom 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 rents, public charges and municipal liens 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 \$ _____ 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 insured. If the buyer shall fail to pay any such liens, costs, water rents, taxes or charges, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

(CONTINUED)

* IMPORTANT NOTICE: Delete, by lining out, whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures.

42pmf

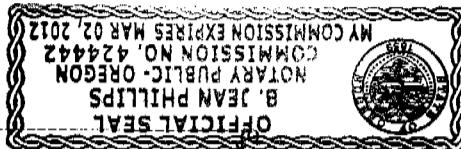
John Langford
LOREI D RICHARDSON
Signed and sworn to (or affirmed) before me on 6-18-10
County of *Nevada*
State of *Nevada*



(DESCRIPTION CONTINUED)

PUBLIC RELEASES FOR DELIVERY OF A DEED MORE THAN 12 MONTHS AFTER THE DATE OF THIS CONTRACT, ORS 93.625 REQUIRES THAT THIS CONTRACT OR A MEMORANDUM THEREOF BE RELEASED BY THE SELLER WITHIN 15 DAYS.

My commission expires
November Public for Oregon
3-2-15



SB

STATE OF OREGON, County of **Klamath**, ss.
This instrument was acknowledged before me on **5-28-2010**
by **Jonathan E. Roberts** as the **Administrator**
of **Asa A. and Adel** **Deed**.
This instrument was acknowledged before me on **5-28-2010**
by **Jonathan E. Roberts** as the **Administrator**
of **Asa A. and Adel** **Deed**.

* SELLER: Comply with ORS 93.905 et seq., prior to exercising this remedy.

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

This agreement shall bind and injure 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 considering this contract, it is understood that the seller or the buyer may be more than one person on a corporation; that if the context so requires, the singular pronoun shall be taken to mean and include the plural and that generally all grammatical changes shall be made, assumed and implied to make

In case such an action is instituted to enforce this provision the losing party shall pay such sum as the trial court may decide reasonable and necessary to cover all expenses of enforcement.

providing to introduce the same, nor shall any waiver by the seller of any breach of any provision hereof be held to be a waiver of any such provision, or as a waiver of the provision itself.

The possession of the premises above described and all other rights hereinunder held by the buyer hereunder revert to him and his heirs at law in case of his death or upon his removal from the state, and the seller need under no circumstances be liable to him for any damages resulting from such removal.

(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 sums previously paid herunder by the buyer;
 (2) To declare the whole unpaid principal balance of the purchase price with the interest thereon at once due and payable; and/or
 (3) To reclose this contract by suit in equity.

The seller agrees that at Seller's expense and within _____ days from the date hereof, Seller will furnish unto buyer a title insurance policy insuring (in an amount equal to the purchase price) marketable title in and to the premises in the seller on or subsequent to the date of this agreement, save and except the usual prudential exceptions and other restrictions now or record, if any. Seller also agrees that when the above acreage price is fully paid and upon receipt and upon surrender of title to this agreement, 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 all encumbrances as of the date hereof and free and clear of all restrictions, restrictions and covenants, water rents and public charges so assumed by the buyer and further except under Seller's title, however, the easements, restrictions, leases, municipal taxes, water rents and public charges so created by the buyer's assumps-

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 interests. 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 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 might otherwise obtain alone and may not satisfy any need for property damage coverage or any mandatory liability insurance requirements imposed by applicable law.

WARNING: Unless otherwise provided by law, coverage of insurance policies is limited to the amount of the premium paid.