

CFR 0421

Mr. and Mrs. Jerry E. Myers

U.S. Census Definition of a Farm: 10 acres or more with agricultural sales of \$50 or more a year; or, if less than 10 acres, sales of at least \$250 a year.

APPLICATION FOR CENTURY FARM HONORS--1973

(Rules attached)

Deadline for filing application: July 27, 1973.

PLEASE PRINT

Your name (Mr., Mrs., Miss) Mr + Mrs Jerry E. MyersYour address: Route 2 P.O. Box — Town HeppnerLocation of farm: Buttercreek, Echo Ore Umatilla
(Address) (County)Acres in your farm today: 780 Acres in original farm: 320Does your farm comply with U.S. Census definition at top of page? yesName of founder of farm (please print): Henry Clay ThomsonYear founder settled on farm? 1871 Where did he come from? MissouriHow many families have farmed this land? 5Are any of original buildings still in use? noWho farms land today? You? ☒ A renter? ☐ A manager? ☐ Other? ☐If you own the farm but live ^{on another farm} ~~in town~~, do you manage the farming operation? yesWhat relation are you to the original owner? ^{great} A great nephewIf you know crops or livestock raised on farm 100 years ago, please list Barley hay,Timothy hay, cattle, horses, hogs, chickens, large
ORchard consisting of: apples, peaches, pears, and plums.What do you raise on farm today? Alfalfa hay, and grain.How many generations live on the farm today? (Names) none. The Ranch hand
and his wife live on the farm now.Has the farm ever been rented? ☒ yes How many times has original farm been divided? none.

PLEASE list on separate page attached other historical facts you know about this farm.

Do you declare that the statements made above are accurate and correct to the best of your knowledge? yesMail to: State Dept. of Agriculture
Agriculture Building, Salem, Oregon
97310

Signature of Owner

* please note on next page.

(Name and Address)

ADDITIONAL INFORMATION

The farm was first settled in 1871 by Henry Clay Thomson, who sold it later to his brother Oscar E. Hyden Thomson in 1877.

Oscar and his wife Susan Almira, farmed the land for nearly 38 years, until Oscar's death in 1909. They had eight children. Susan and heirs continued with the farm until Susan died in Sept. 1934 at the age of 82.

In the fall of 1934, Sloan Thomson, (son of Susan) and his wife Princess bought the estate of his late mother and father from the other brothers and sisters. Sloan suffered poor health in his later years, and Jewell Smith (brother to Princess) and his wife Doris, farmed ~~the~~ the ranch, providing a living for both families.

In 1956, Sloan died of cancer, leaving the estate to his wife Princess and three daughters. Jewell & Doris Smith continued living on the ranch and farming it for his sister.

In the year 1968, Mrs. Dlean Thomson (Princess) sold the ranch to her three daughters. At which time they turned the management of the ranch over to ★ Jerry & Nancy Myers, (^{great} nephew of Princess)

- continued -

with the option to buy the ranch within three years.

My husband and I bought the ranch from the three daughters on December 22, 1971. One hundred years and 4 months from the date that ^{great} Jerry's great-uncle Henry purchased the farm from the State of Oregon.

We are operating the farm at the present time; producing alfalfa hay and grain.

State Department of Agriculture
Oregon Historical Society

CERTIFICATION OF OWNERSHIP OF CENTURY FARM

I hereby certify that the farm for which

Leppy & Nancy Myers -

Owner's name and address

Rt 2 - Heppner, Or

is applying for Century Farm honors,

has been in his family continuously for 100 or more years.

County Judge

DeLassus

*County Commissioners

Rees

~~Recorder~~

Date:

July 25, 1973

*Please strike office not applicable

C-461

The State of Oregon
To
H. C. Thomson

State of Oregon

In consideration of Four Hundred Dollars paid to the Board of Commissioners for the sale of School Lands, the State of Oregon doth grant, bargain sell and convey unto H. C. Thomson his Heirs and Assigns, the following described premises, to wit:

South East quarter of Section eleven and South East quarter of South West quarter Section eleven and the North West quarter of North East quarter Section Fourteen and the East half of the North West quarter Section Fourteen Township two North Range twenty seven East of the Willamette Meridian in Umatilla County Oregon containing Three hundred and Twenty acres more or less -

Subject to a mortgage dated Feb 28th 1871

For the sum of One Hundred and thirty three ³³/₁₀₀ Dollars Coin

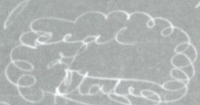
To have and to hold the said premises, with their appurtenances, unto the said H. C. Thomson his Heirs and Assigns forever; and that the State will warrant and defend the same from all lawful claims whatsoever. Witness the Seal of the State, affixed this 22nd day of August 1871 -

L. F. Grover

Governor

S. F. Chadwick
Secretary

L. Fleischer
Treasurer



Filed for Record July 16th 1877

J. H. Sharon
Clerk

STATE OF OREGON } ss
County of Umatilla }

I, Jessie M. Bell, County Clerk in and for the said County and State, and ex-officio Clerk of the Umatilla Court of the State of Oregon for Umatilla County, do hereby certify that the foregoing copy of instrument has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original as the same appears of record and on file at my office and in my custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said

Court this 23 day of July 1873

Jessie M. Bell
Clerk

By Betty Browning
Deputy

H. B. Thomson

To

O. F. Thomson

C-462

This Indenture Witnesseth That H. B. Thomson for the consideration of the sum of One Thousand Dollars to me paid, have bargained and sold, and by these presents do bargain, sell and convey unto O. F. Thomson the following described premises to wit: South East quarter of Section eleven and South East quarter of South West quarter Section eleven and the North West quarter of North East quarter Section Fourteen and the East half of the North West quarter Section Fourteen Township two North Range twenty seven East of the Willamette Meridian in Umatilla County Oregon Containing 320 acres more or less -

To Have and To Hold the said premises with their appurtenances, unto the said O. F. Thomson his heirs and assigns forever. And the said H. B. Thomson does hereby covenant to and with the said O. F. Thomson his heirs and assigns, that he is the owner in fee simple of said premises: that they are free from all incumbrances, and that he will warrant and defend the same from all lawful claims whatsoever -

In Witness Whereof, I have hereunto set my hand and seal this sixteenth day of July A.D. 1877 -

Done in Presence of

L. H. Sharon
David Taylor

H. B. Thomson

State of Oregon

County of Umatilla

On the 16th day of July A.D. 1877 personally came before me, a County Clerk in and for said County, the within named H. B. Thomson, to me personally known to be the identical person described in, and who executed the within instrument, and acknowledged to me that he executed the same freely for the use and purposes therein named -

Witness my hand & seal this 16th day of July A.D. 1877

Filed for Record July 16th 1877L. H. Sharon
ClerkH. B. Sharon
County Clerk

STATE OF OREGON } ss
County of Umatilla }

I, Jessie M. Bell, County Clerk in and for the said County and State, and ex-officio Clerk of the *Umatilla* Court of the State of Oregon for Umatilla County, do hereby certify that the foregoing copy of instrument has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original as the same appears of record and on file at my office and in my custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said

Court this 23 day of July 1973

Jessie M. Bell
Clerk

By Betty Browning
Deputy

Nov. 14, 1934.

I, Sloan Thomson herewith
make a cash offer of \$25000⁰⁰
(twentyfive thousand dollars) for
all the land, horses, cows,
~~farm~~ machinery, automobile and
household goods and furniture
belonging to the estate of the
late Mr & Mrs. O. F. Thomson
excepting the keepsakes desired
by the family.

We, all the heirs of the above
named estate accept this offer.

Sloan Thomson

Allen Thomson

Lucy M. Jarnon

Phebe A. Bartholomew

Asa B. Thomson

Bessie Thomson

Ruth Thomson

E. P. Jarnon

149-78

ASA B. THOMSON ET UX ET AL)
TO) D E E D
SLOAN THOMSON ET UX)

KNOW ALL MEN BY THESE PRESENTS, That We, Asa B. Thomson and Carrie A. Thomson, his wife, of Republic, Washington; Lucy M. Jarmon and E. P. Jarmon, her husband, of Echo, Umatilla County, Oregon; Phoebe A. Bartholomew, also known as Phoebe Bartholomew, and Charles H. Bartholomew, her husband, of Echo, Umatilla County, Oregon; James Fitz Allen Thomson, also known as James F. Thomson, and also known as Allen Thomson, and Bessie J. Thomson, his wife, of Echo, Umatilla County, Oregon; and Aura A. Allen, sometimes known as Rilla T. Allen, and Ralph W. Allen, her husband, of Bonners Ferry, Idaho, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration to us paid by Sloan Thomson and Princess Thomson, husband and wife, of Echo, Umatilla County, Oregon, have bargained and sold, and by these presents do grant, bargain, sell, and convey unto the said Sloan Thomson and Princess Thomson, husband and wife, their heirs and assigns, all of the following bounded and described real property situated in the County of Umatilla and State of Oregon, to-wit:

The Southwest Quarter; the East Half of the Southeast Quarter; and the Southwest Quarter of the Southeast Quarter of Section 10.

The West Half of the Southwest Quarter; the Southeast Quarter of the Southwest Quarter; and the Southeast Quarter of Section 11.

The Southwest Quarter of Section 12. The North Half of the North Half of Section 14.

The North Half of the Northeast Quarter of Section 15. All being in Township 2 North of Range 27, East of the Willamette Meridian.

Also, the following bounded and described real property situated in Morrow County, State of Oregon, to-wit:

All of Section 9 in Township 2 North of Range 27, East of the Willamette Meridian. Together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging or in any wise appertaining, also all our estate, right, title, and interest in and to the same.

TO HAVE AND TO HOLD the above described and granted premises unto the said Sloan Thomson and Princess Thomson, husband and wife, their heirs and assigns forever.

IN WITNESS WHEREOF, We, the grantors above named, hereunto set our hands and seals this 26th day of December, A.D. 1934.

I. R. S. \$20.00
CANCELLED

ASA B. THOMSON (SEAL)
Asa B. Thomson
CARRIE A. THOMSON (SEAL)
Carrie A. Thomson
LUCY M. JARMON (SEAL)
Lucy M. Jarmon
E. P. JARMON (SEAL)
E. P. Jarmon
PHEBE A. BARTHOLOMEW (SEAL)
Phoebe A. Bartholomew

CHARLES H. BARTHOLOMEW (SEAL)
Charles H. Bartholomew
JAMES FITZALLEN THOMSON (SEAL)
James Fitz Allen Thomson
BESSIE J. THOMSON (SEAL)
Bessie J. Thomson
AURA A. ALLEN (SEAL)
Aura A. Allen
RALPH W. ALLEN (SEAL)
Ralph W. Allen

STATE OF WASHINGTON)
COUNTY OF FERRY) s

THIS CERTIFIES, That on this 10th day of January A.D., 1935, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Asa B. Thomson and Carrie A. Thomson, his wife, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

SEAL OF THE SUPERIOR COURT
OF FERRY COUNTY
STATE OF WASHINGTON

KATHERINE FAIRWEATHER, Deputy County
Clerk of Ferry County, Washington.

STATE OF OREGON)
UMATILLA COUNTY) ss.

THIS CERTIFIES, That on this 26th day of December, A.D., 1934, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Lucy M. Jarmon and E. P. Jarmon, her husband, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and the year last above written.

J. R. RALEY
NOTARY PUBLIC
UMATILLA COUNTY,
OREGON.

J. R. RALEY, Notary Public for Oregon
My Commission expires July 28, 1936

STATE OF OREGON)
UMATILLA COUNTY) ss.

THIS CERTIFIES, That on this 26th day of December, A.D. 1934, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Phoebe A. Bartholomew, also known as Phoebe Bartholomew, and Charles H. Bartholomew, her husband, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and the year last above written.

J. R. RALEY
NOTARY PUBLIC
UMATILLA COUNTY,
OREGON.

J. R. RALEY, Notary Public for Oregon
My Commission expires July 28, 1936.

STATE OF OREGON)
UMATILLA COUNTY) ss.

THIS CERTIFIES, That on this 26th day of December, A.D. 1934, before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named James FitzAllen Thomson, also known as James F. Thomson, and also known as Allen Thomson, and Bessie J. Thomson, his wife, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and the year last above written.

J. R. RALEY
NOTARY PUBLIC
UMATILLA COUNTY,
OREGON.

J. R. RALEY, Notary Public for Oregon
My Commission expires July 28, 1936.

STATE OF IDAHO)
BOUNDARY COUNTY) ss.

THIS CERTIFIES, That on this 8 day of January, A.D., 1935; before me, the undersigned, a Notary Public in and for the said County and State, personally appeared the within named Aura A. Allen, sometimes known as Rilla T. Allen, and Ralph W. Allen, her husband, who are known to me to be the identical persons described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily for the purposes and uses therein mentioned.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and the year last above written.

J. H. McNALLY
NOTARY PUBLIC
STATE OF IDAHO

J. H. McNALLY, Notary Public for Idaho
My Commission expires Aug 1, 1935.

Filed for record June 29, 1935 at 9:55 A.M.

Jack Johnson
Recorder of Conveyances

STATE OF OREGON } ss
County of Umatilla }

I, Jessie M. Bell, County Clerk in and for the said County and State, and ex-officio Clerk of the Umatilla Court of the State of Oregon for Umatilla County, do hereby certify that the foregoing copy of instrument has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original as the same appears of record and on file at my office and in my custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said

Court this 23 day of July 1935

Jessie M. Bell
Clerk

By *Betty Browning*
Deputy

IN THE COUNTY COURT OF THE STATE OF OREGON

FOR UMATILLA COUNTY

IN THE MATTER OF THE ESTATE

OF

SLOAN THOMSON, deceased

)
) PETITION FOR PROBATE OF WILL AND
) APPOINTMENT OF EXECUTRIX
)

TO THE HONORABLE D. R. COOK, Judge of the above entitled Court:

COMES NOW Princess A. Thomson and respectfully presents this
petition and shows to the Court:

That the petitioner is a resident and inhabitant of Umatilla County,
State of Oregon, over the age of twenty-one years and competent and is
interested in the hereinafter described estate as she is named the executrix.

That Sloan Thomson died in Portland, Oregon, on the 9th day of July,
1956, being then of the age of 65 years, and that at the time of his
death he was and for many years prior thereto had been a resident and inhabitant
of Umatilla County, State of Oregon, and resided at Echo in said County and
State.

That at the time of his death the said decedent left surviving him
the following heirs:

Princess A. Thomson, who is his widow and whose place of
residence and post office address is Echo, Oregon, who
is over the age of 21 years;

Ruth Bailey, a daughter, over the age of 21 years and
a resident of 1601 Charles Court, Arcata, California;

Susan Valentine, a daughter, over the age of 21 years
and a resident of Heppner, Oregon;

Mary Correll, a daughter, over the age of 21 years and
a resident of Portland, Oregon;

That there is no real property belonging to said estate.

That the value of the personal property belonging to said estate is
unknown at this time.

That on the 10th day of November, 1943, at Pendleton, Oregon, the
said Sloan Thomson, being then of sound and disposing mind and memory and not
acting under duress, fraud or undue influence, did make, execute, publish and
declare a certain instrument in writing to be his last will and testament,
which instrument in writing he then and thereduly signed with his name in the
sight and presence of Alfred F. Cunha, whose residence is Pendleton,
Page 1.

REAL ESTATE

PARCEL I.

An undivided 1/6 interest in the following described property, to-wit:

Northeast quarter of the southeast quarter and south half of southeast quarter of Section 10, containing	120 acres
Southeast quarter and west half of southwest quarter and southeast quarter of the southwest quarter of Section 11, containing	280 acres
Southwest quarter of section 12 Less right of way containing	154 acres
North half of the North half of Section 14 containing	158 acres
North half of northeast quarter of Section 15 containing	80 acres

All above land in Township 2 North, Range 27 E. W. M.

Total Acreage - 792 acres

Appraised as follows:

226 acres tillable at \$200.00	\$45,200.00
566 acres non tillable at \$5.00	<u>2,830.00</u>

Value of entire property - \$48,030.00

The said land is owned -

undivided 1/6 interest by David Sloan Thomson,
the deceased

1/6th interest - 8,005.00

Total appraised value of property in estate - - \$ 13,602.36

STATE OF OREGON } ss
County of Umatilla }

I, Jessie M. Bell, County Clerk in and for the said
County and State, and ex-officio Clerk of the *Umatilla*
Court of the State of Oregon for Umatilla County, do
hereby certify that the foregoing copy of instrument
has been by me compared with the original, and that
it is a correct transcript therefrom, and of the whole of
such original as the same appears of record and on
file at my office and in my custody.

IN TESTIMONY WHEREOF, I have hereunto set my
hand and affixed the seal of the said

Court this *23rd* day of *July* 19*73*

Jessie M. Bell
Clerk

BARGAIN AND SALE DEED

307768

PRINCESS A. THOMSON, also known as PRINCESS THOMSON, a widow, hereinafter called grantor, conveys to RUTH BAILEY, SUSAN M. CURTELL and MARY CAROL GORRELL, each an undivided third in the real property situated in Umatilla County, Oregon, described as follows:

TOWNSHIP 2 NORTH, RANGE 27, E.W.M.

Section 10: East Half of Southeast Quarter,
Southwest Quarter of Southeast Quarter,

Section 11: West Half of Southwest Quarter,
Southeast Quarter of Southwest Quarter,
Southeast Quarter,

Section 12: Southwest Quarter,
EXCEPTING THEREFROM that tract conveyed
to GLENN O. COONS by Deed recorded in
Book 291, Page 125, Deed Records of
Umatilla County, described as follows:

Commencing at the intersection of the East-West center line of Section 12, Township 2 North, Range 27, Umatilla County, Oregon, and the Easterly right of way line of U. S. Highway #207, thence Southerly along the Easterly right of way line of said U. S. Highway #207, a distance of 2700 feet; thence Easterly and parallel with the Southerly boundary line of said Section 12, a distance of 280 feet; thence Northerly in a straight line to a point on the East-West center line of said Section 12, which said point is 310 feet Easterly from the point of intersection of said East-West center line and the Easterly right of way of said U. S. Highway #207; thence Westerly on the East-West center line a distance of 310 feet, more or less, to the point of beginning;

Section 14: North Half of North Half,

Section 15: North Half of Northeast Quarter,

EXCEPTING THEREFROM all county roads and States Highways;

All being East of the Willamette Meridian, in the County of Umatilla and State of Oregon.

TO HAVE AND TO HOLD the same unto the said grantees, their

heirs and assigns forever.

The true and actual consideration for this transfer is
\$85,000.00.

The foregoing recital of consideration is true as I verily
believe.

DATED this 18 day of November, 1968.

Princess A. Thomson
Princess A. Thomson

STATE OF OREGON }
County of Multnomah } ss.

November 18, 1968.

Personally appeared the within named Princess A. Thomson,
also known as Princess Thomson, a widow, and acknowledged the fore-
going instrument to be her voluntary act and deed.

Before me:



Ralph Currin
Notary Public for Oregon

My Commission expires: 3-27-70

Filed for record NOV. 19, 1968 at 11:50 A. M.
JACK FOLSOM Recorder of Conveyances

THIS CONTRACT made this 22 day of DECEMBER, 1971, by RUTH BAILEY, SUSAN M. VALENTINE, formerly Susan M. Curtell, and MARY CAROL GORRELL, hereinafter called Vendor, and JERRY E. MYERS and NANCY J. MYERS, husband and wife, herein-after called Purchaser.

WITNESS

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase that certain land and all improvements thereon situated in Umatilla County, State of Oregon, described as follows:

DESCRIPTION:

Umatilla County
Township 2 North, Range 27, E.W.M.

Section 10: East Half of Southeast Quarter,
Southwest Quarter of Southeast Quarter,

Section 11: West Half of Southwest Quarter,
Southeast Quarter of Southwest Quarter,
Southeast Quarter,

Section 12: Southwest Quarter
EXCEPTING THEREFROM that tract conveyed to Glenn O. Coons by Deed recorded in Book 291, Page 125, Deed Records, Umatilla County, described as follows:

Commencing at the intersection of the East-West center line of Section 12, Township 2 North, Range 27, Umatilla County, Oregon, and the Easterly right of way line of U.S. Highway No. 207; thence Southerly along the Easterly right of way line of said U.S. Highway No. 207, a distance of 2700 feet; thence Easterly and parallel with the Southerly boundary line of said Section 12, a distance of 280 feet; thence Northerly in a straight line to a point on the East-West center line of said Section 12, which said point is 310 feet Easterly from the point of intersection of said East-West center line and the Easterly right of way of said U.S. Highway No. 207; thence Westerly on the East-West center line a distance of 310 feet, more or less, to the point of beginning;

Section 14: North Half of North Half,

Section 15: North Half of Northeast Quarter,

EXCEPTING THEREFROM all County Roads and State Highways;

All being East of the Willamette Meridian in the County of Umatilla and State of Oregon.

PRESENT MORTGAGE:

The property being conveyed herein is presently encumbered by a mortgage dated July 30, 1964, given by Princess A. Thomson (sometimes known as Mrs. Sloan Thomson), as mortgagor, to the Prudential Insurance Company of America as mortgagee. That mortgage is recorded in Book 216 at Page 88 of the Mortgage Records, Umatilla County, Oregon. Purchaser is buying the above described property subject to the mortgage but Purchaser is not assuming the mortgage balance and is not agreeing to pay it. Vendor will conform to all the terms and conditions of said mortgage and pay it according to its terms. In the event Vendor fails to make any payment required by the terms and conditions of said mortgage Purchaser may make such payments and deduct the amount from the payment next due on this Contract.

PURCHASE PRICE AND TERM:

The purchase price of the property being sold herein is \$250,000.00. That amount will be paid to an escrow agent as follows:

- (a) \$6,000.00 will be paid on April 1, 1972; \$6,000.00 on November 1, 1972; \$12,000.00 on November 1, 1973; and at least \$12,000.00 on or before the first day of November of each year thereafter until the entire purchase price, including principal and interest is paid in full.
- (b) The payments above set forth include interest, however, no interest will be charged to Purchaser until November 1, 1972. Interest will then accrue at the rate of 4% per annum on the unpaid balance. By way of explanation, Vendor will not charge Purchaser any interest on the contract balance until November 1, 1972. The first interest to be paid under the contract will be included in the \$12,000.00

payment due November 1, 1973, and that interest shall be for the period of time from November 1, 1972, to November 1, 1973. Purchaser has the right to prepay the balance of this Contract except that no more than 10% of the original Contract purchase price can be paid during each of the first ten years of the Contract term.

ESCROW:

The parties designate and appoint the First National Bank of Oregon, Pendleton Branch, as escrow agent. As soon as practicable following the execution of this contract the parties will deliver to the escrow agent an executed copy of this Contract, an Escrow Collection Agreement and a Warranty Deed to the property. The Warranty Deed will be executed by the Vendor with Purchaser as the grantee and will convey the property free and clear of all encumbrances suffered or incurred by Vendor except: Reservations in Deed from Northern Pacific Railway Company to Susan Almira Thomson, dated February 10, 1916, recorded March 23, 1916, in Book 94, Page 486, Deed Records, Umatilla County, Oregon; Right of Way Easement including the terms and provisions thereof granted by Sloan Thomson and Princess Thomson to Umatilla Electric Cooperative Association dated October 6, 1937, recorded April 15, 1938, in Book 120, Page 530, Deed Records, Umatilla County, Oregon; Easement, including the terms and provisions thereof, granted by Sloan Thomson and Princess Thomson to John Williams and Esther S. Williams dated June 26, 1952, recorded July 3, 1952, in Book 205, Page 257, Deed Records, Umatilla County, Oregon.

Upon full payment of the principal and interest provided for herein, the escrow agent shall deliver to Purchaser the Warranty Deed above described.

LEASE:

On January 2, 1969, Vendor leased the premises above described to the Purchaser. That Lease, by its terms, will not terminate until December 31, 1973. The parties agree that the Lease dated January 2, 1969, is terminated as of the date of this contract. Each party acknowledges full receipt of any entitlement by the terms of that Lease and neither party has any claim against the other as a result of that Lease or its terms.

POSSESSION:

Purchaser shall be entitled to possession of the premises as of the date this Contract is executed.

TAXES:

The real property taxes for the fiscal year 1971-72 have been paid by Vendor. All taxes, levies and assessments against the above described property shall be pro-rated as of January 1, 1972. Within 60 days from the date this Contract is executed Purchaser will reimburse Vendor for the real property taxes paid by Vendor for the period January 1, 1972 to July 1, 1972. Purchaser agrees to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed on the premises.

IMPROVEMENTS:

Purchaser agrees that all improvements now located or which shall hereafter be placed on the premises, 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 Vendor. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon,

or alterations thereof, and shall maintain the property, and all improvements thereon, and all alterations thereof, in good condition and repair.

INSURANCE:

Purchaser agrees to keep the buildings on said premises insured if insurable, against loss by fire or other casualty in an amount not less than \$_____ with loss payable to the parties hereto and also to the Prudential Insurance Company of America as their interests appear at the time of loss with priority in payment to Prudential and then to Vendor. Any amount received by Prudential or Vendor under the insurance in payment of a loss shall be applied upon the unpaid balance of the purchase price set forth in this Contract and shall reduce said unpaid balance to the extent of the amount of the insurance payment received by Vendor or Prudential or both. All uninsured losses shall be borne by Purchaser after the date of this Contract.

TITLE INSURANCE:

Vendor shall furnish at their expense a Purchaser's Title Insurance Policy in the amount of \$250,000.00 by November 15, 1972, insuring Purchaser against loss or damage sustained by Purchaser by reason of the unmarketability of Vendor's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies easements, conditions and restrictions of record and encumbrances herein specified.

WATER RIGHTS:

By this Contract Vendor is conveying to Purchaser all water rights appurtenant to the land being conveyed herein.

COVENANTS OF TITLE:

Vendor covenants that they are the owner of the above described property free of all encumbrances except the Prudential mortgage above described; reservations in deed from Northern Pacific Railway Company to Susan Almira Thomson, dated February 10, 1916, recorded March 23, 1916, in Book 94, Page 486, Deed Records; Right of Way Easement including the terms and provisions thereof granted by Sloan Thomson and Princess Thomson to Umatilla Electric Cooperative Association dated October 6, 1937, recorded April 15, 1938, in Book 120 at Page 530, Deed Records; Easement including the terms and provisions thereof granted by Sloan Thomson and Princess Thomson to John Williams and Esther S. Williams, dated June 26, 1952, recorded July 3, 1952, in Book 205, at Page 257, Deed Records, Umatilla County.

RISK OF LOSS:

All risk of loss is on the Purchaser after the date of this Contract except that any amounts received by Vendor for property taken by eminent domain shall be deducted from the balance of the purchase price then owing to Vendor.

DEFAULT:

In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at their option, subject to the requirements of notice as herein provided, have the following rights:

- a. To foreclose this Contract by strict foreclosure in equity.
- b. To declare the full unpaid balance of the purchase price immediately due and payable.
- c. To specifically enforce the terms of this agreement by suit in equity.

d. To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option, all of the right, title, and interest of Purchaser shall revert and revest in Vendor without any act of re-entry, or without any other act by Vendor to be performed and Purchaser agrees to peaceably surrender the premises to Vendor, or in default thereof, Purchaser may, at the option of Vendor, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this Contract, other than the failure to make payments as provided herein, until notice of said default has been given by said Vendor to Purchaser and Purchaser shall have failed to remedy said default within 30 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by a deposit in the mails of a certified letter containing said notice and addressed to Purchaser at their last known address. If Purchaser shall fail to make payments as hereinafter provided and said default shall continue for more than 30 days after the payment becomes due, Purchaser shall be deemed in default and Vendor shall not be obligated to give notice to Purchaser of a declaration of said default.

REPRESENTATIONS:

Purchaser certifies that this contract of sale is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence their judgment; that no representations as to the conditions or repair

of said premises have been made by Vendor or by any agent of Vendor; that no agreement or promise to alter, repair, or improve said premises has been made by Vendor or any agent of Vendor; and that Purchaser takes said property and the improvements thereon, in the condition existing at the time of this agreement.

WAIVER:

Failure by Vendor at any time to require performance by Purchaser of any of the provisions hereof shall in no way affect Vendor's right hereunder to enforce the same nor shall any waiver of any breach hereof be held to be a waiver of any succeeding breach or a waiver of this non-waiver clause.

ASSIGNMENT:

Any assignment by Purchaser of this agreement or any or all of his rights thereunder shall be inoperative and void unless Vendor shall give their prior written consent thereto.

SUCCESSOR INTERESTS:

The covenants, conditions and agreements of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

ATTORNEY'S FEES:

In the event suit or action is instituted to foreclose this agreement, or to enforce any of the terms hereof, the prevailing party shall be entitled to such sums as the court may adjudge reasonable as attorney's fees in said suit or action.

In the event of an appeal from a judgment or decree in any suit or action necessary to enforce any of the terms or conditions of this agreement, the prevailing party shall be entitled to sums as the court may adjudge reasonable as attorney's fees in such an appeal.

STATED VALUES:

The parties agree that Purchaser is paying Vendor the following amounts for the following items: irrigation structures \$6,000.00, buildings and fences \$25,000.00, and land \$219,000.00.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

Ruth Bailey
Ruth Bailey

Susan M. Valentine
Susan M. Valentine

Mary Carol Gorrell
Mary Carol Gorrell

VENDOR

Jerry E. Myers
Jerry E. Myers

Nancy J. Myers
Nancy J. Myers

PURCHASER

STATE OF OREGON)
County of Multnomah)

December 22, 1971. Personally appeared

the above named Ruth Bailey and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Howard A. Rankin
Notary Public for Oregon

My commission expires: 3-17-73



STATE OF OREGON)
County of Multnomah) ss.

December 22, 1971. Personally appeared

the above named Susan M. Valentine and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Howard A. Rankin
Notary Public for Oregon

My commission expires: 3-17-73

STATE OF OREGON)
County of Multnomah) ss.

December 22, 1971. Personally appeared the

above named Mary Carol Gorrell and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Howard G. Rankin
Notary Public for Oregon

My commission expires: 3-17-73

STATE OF OREGON)
County of Umatilla) ss.

December 27, 1971. Personally appeared the

above named Jerry E. Myers and Nancy J. Myers, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Robert E. Rankin
Notary Public for Oregon

My commission expires: 11-18-73



Filed for record DEC 27 1971 at 4:32 P.M.
JESSIE M. BELL County Clerk

STATE OF OREGON } ss
County of Umatilla }

I, Jessie M. Bell, County Clerk in and for the said County and State, and ex-officio Clerk of the *Provisional* Court of the State of Oregon for Umatilla County, do hereby certify that the foregoing copy of instrument has been by me compared with the original, and that it is a correct transcript therefrom, and of the whole of such original as the same appears of record and on file at my office and in my custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the said

Court this 23 day of July 1973

Jessie M. Bell
Clerk

By Betty Brown
Deputy