



Property Profile

Prepared For:
Julie Mansfield Smith
Mossy Oak Properties Copper Creek Land Company

Property Address:
39013 Highway 395 S, Ukiah, OR 97880
Property Parcel Number:
6S 31 C 02000

Includes the following:

- Last Vesting Document
- Tax Information
- Plat Map

Prepared by:
Alyx Rowe

Please email your customer service requests to pendleton@amerititle.com

Serving Baker, Morrow and Umatilla Counties!

The following information is provided at no cost and is for informational purposes only. This report is based on a search of our tract indexes of the county records. This is not a title or ownership report and no examination of the title to the property described has been made. For this reason, the company assumes no liability for any errors or omissions contained herein.

UMATILLA County Assessor's Summary Report

Real Property Assessment Report

FOR ASSESSMENT YEAR 2017

January 11, 2018 1:54:30 pm

Account # 102145
Map # 6S31C0-00-02000
Code - Tax # 8001-102145

Tax Status ASSESSABLE
Acct Status ACTIVE
Subtype NORMAL

Legal Descr Metes & Bounds - See legal report for full description.

Mailing Name BROWN MANDI ET AL

Deed Reference # 2017-6660734

Agent

Sales Date/Price 02-03-1982 / \$15,000.00

In Care Of

Appraiser MCCULLOUGH, JOHN

Mailing Address 3405 NE 77TH AVE
 PORTLAND, OR 97213-6516

Prop Class 551 **MA** **SA** **NH** **Unit**
RMV Class 551 06 93 000 102145-1

Situs Address(s)	Situs City
ID# 39013 HIGHWAY 395 S	UKIAH

Code Area	RMV	MAV	Value Summary AV	RMV Exception	CPR %
8001 Land	82,450			Land	0
Impr.	93,100			Impr.	0
Code Area Total	175,550	59,800	62,594		0
Grand Total	175,550	59,800	62,594		0

Land Breakdown											
Code Area	ID#	RFD	Ex	Plan Zone	Value Source	TD%	LS	Size	Land Class	Irr Class	Irr Size
8001					EFU 2ND OSD - SHARED/SEPERATE	100					
8001					EFU OSD - FULL	100					
8001	1	R		GF,CW R	Farm Site	102	A	1.00	H		
8001	2	R		GF,CW R	Farm Site	102	A	1.00	H		
8001	2	R		GF,CW R	Farm Use Zoned	102	A	158.57	7-P		
Grand Total								160.57			0.00

Improvement Breakdown											
Code Area	ID#	Yr Built	Stat Class	Description	TD%	Total Sq. Ft.	Ex% MS Acct #	Trended RMV			
8001	1	1936	129	One story w/attic and basement	145	1,920		92,930			
8001	2		345	HAY COVER	100	225		170			
8001	3		351	LEAN-TO	100	0		0			
Grand Total							2,145	93,100			

Exemptions/Special Assessments/Potential Liability											
Code Area	Type										
8001	SPECIAL ASSESSMENT:										
	■ FIRE PATROL CLASS 2 T	Amount	61.05	Acres	40.47	Year	2017				
	■ FIRE PATROL CLASS 3 G	Amount	48.18	Acres	120.1	Year	2017				
	■ FIRE PATROL SURCHARGE	Amount	47.50			Year	2017				
	NOTATION(S):										
	■ POTENTIAL ADDL TAX LIABILITY ADDED 2005										

STATEMENT OF TAX ACCOUNT
UMATILLA COUNTY TAX COLLECTOR
216 SE 4TH ST
PENDLETON, OR 97801
(541) 276-7111

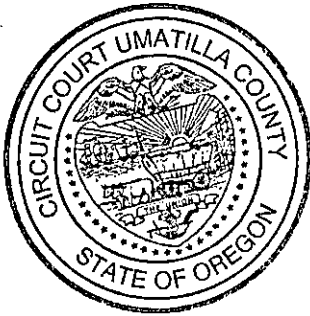
11-Jan-2018

BOYER PENNY A
4112 SPRING DR
CARSON CITY, NV 89701-2932

Tax Account #	102145	Lender Name	
Account Status	A	Loan Number	
Roll Type	Real	Property ID	8001
Situs Address	39013 HIGHWAY 395 S UKIAH, OR 97880	Interest To	1/15/2018

Tax Summary

Tax Year	Tax Type	Total Due	Current Due	Interest Due	Discount Available	Original Due	Due Date
2017	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$772.99	Nov 15, 2017
2016	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$757.71	Nov 15, 2016
2015	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$751.12	Nov 15, 2015
2014	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$645.87	Nov 15, 2014
2013	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$688.25	Nov 15, 2013
2012	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$497.04	Nov 15, 2012
2011	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$503.93	Nov 15, 2011
2010	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$548.56	Nov 15, 2010
2009	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$595.27	Nov 15, 2009
2008	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$646.31	Nov 15, 2008
2007	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$641.54	Nov 15, 2007
2006	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$640.49	Nov 15, 2006
2005	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$661.84	Nov 15, 2005
2004	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$638.00	Nov 15, 2004
2003	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$623.74	Nov 15, 2003
2002	ADVALOREM	\$0.00	\$0.00	\$0.00	\$0.00	\$602.20	Nov 15, 2002
Total		\$0.00	\$0.00	\$0.00	\$0.00	\$10,214.86	



CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL
Dated 12-27-17
SERIAL COURT ADMINISTRATOR

FILED
UMATILLA COUNTY
CIRCUIT COURT

2012 DEC 12 PM 1:34

TRIAL COURT ADMINISTRATOR

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF UMATILLA

Umatilla County

Received:12/27/2017

PAUL R. BOYER and PENNY A.
BOYER, husband and wife,

Plaintiffs,

v.

The Unknown Heirs and Devisees of
LARRY D. MORGAN, Deceased, and all
other persons or parties unknown
claiming any right, title, lien, or interest in
the property described herein,

Defendants.

Case No.: CV12-1023



**PLAINTIFFS' AMENDED
COMPLAINT FOR PARTITION OR
SALE OF REAL PROPERTY and for
AN ACCOUNTING AMONG CO-
TENANTS and for REFORMATION
OF A DEED**

(Not Subject to Mandatory Arbitration)

Plaintiffs allege as follows:

PLAINTIFFS' FIRST CLAIM FOR RELIEF

CLAIM FOR PARTITION OR SALE OF REAL PROPERTY

1.

Plaintiffs PAUL R. BOYER and PENNY A. BOYER (hereinafter "Plaintiffs") are now, and at all material times have been, husband and wife, residing in the State of Nevada, who have an ownership interest in certain real property located in Umatilla County, Oregon, at 38965 North Fork John Day Road in Ukia, Oregon. That property is more particularly described as follows:

The Southwest Quarter of Section 28, excepting therefrom all the land located in the Northeast Quarter of the Southwest Quarter of Section 28, Township 6 South, Range 31, East of the Willamette Meridian, lying West of United States Highway 395, all being in the County of Umatilla and State of Oregon.

The Northwest Quarter of the Northwest Quarter and that portion of the Northeast Quarter of the Northwest Quarter of Section 33, lying Northwesterly of the John Day River and Camas Creek in Township 6 South, Range 31 East of the Willamette Meridian in the County of Umatilla and State of Oregon.

Page 1 - **PLAINTIFFS' AMENDED COMPLAINT FOR PARTITION OR SALE OF REAL PROPERTY and FOR AN ACCOUNTING AMONG CO-TENANTS and FOR REFORMATION OF A DEED**

JEREMY L. FELLOWS
ATTORNEY AT LAW
1500 N.W. BETHANY BLVD.
SUITE #200
BEAVERTON, OR 97006-5236
TELEPHONE (503) 597-7024
FACSIMILE (503) 597-7025

1 Excepting that portion lying within United States Highways. Also excepting that portion
2 conveyed to William F. Hassig by Deed Recorded in Book 280 at Page 154, Umatilla
County Deed Records.

3 Plaintiffs' ownership interest, which Plaintiffs hold as an estate by the entirety, consists of a
4 two-thirds interest in said real property as a tenant-in-common.

5 2.

6 LARRY D. MORGAN, deceased, (hereinafter "the late Mr. Morgan") is the sole other tenant-
7 in-common of that real property, which consists of approximately 163 acres of land on the North
8 Fork of the John Day River, land which includes both a small aircraft landing strip and a single
9 family dwelling.

10 3.

11 The late Mr. Morgan, died on October 24, 2010, and since that date, his daughter, Mandy
12 Brown initiated a proceeding seeking to probate the Will of the late Mr. Morgan where the late Mr.
13 Morgan was living at the time of his death and where he died. In that probate case, entitled In the
14 Matter of the Estate of LARRY MORGAN, Deceased, Multnomah County Circuit Court Case No.
15 1207-90955, the Personal Representative of that Estate filed an Inventory asserting that the above-
16 captioned Plaintiffs in this case borrowed approximately \$50,000 from the deceased. Plaintiff's
17 borrowed no funds from the deceased, and Plaintiffs are in fact asserting a claim herein seeking an
18 accounting with respect to amounts which all of the co-tenants of the subject real property in
19 Umatilla County owe to each other for their respective share of the cost of property taxes, necessary
20 repairs and other similar or related expenses incurred during the period said property has been owned
21 by tenants-in-common.

22 4.

23 Because of an erroneous deed, Umatilla County property records still identify the late Mr.
24 Morgan as the sole owner of a one-half interest as a tenant-in-common of the above-described real
25 property. Mr. Morgan only ever owned a one-third interest in that property.

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5.

Plaintiffs desire to sell their unhhdivided two-thirds interest as a tenant-in-common in the above-described real property, but despite diligent efforts, Plaintiffs have been unable to find any realtor willing to market Plaintiffs' tenant-in-common interest in the property, given the fact that the other tenant-in-common is an as-yet-unprobated estate of a deceased person.

6.

Plaintiffs desire that the subject property be judicially partitioned, so that Plaintiffs can obtain a fee simple interest to their two-thirds interest in the subject property, which will greatly increase Plaintiffs' likelihood of being able to sell their interest to a willing buyer.

7.

The property in question is large enough to permit partitioning into two parcels without violating land use planning laws pertinent to the subject real property, and Plaintiffs assert that said property can be divided in a way which leaves each of the two resulting parcels with a relative quality and quantity commensurate with the respective one-third and two-thirds interests of the present two co-tenants.

8.

In the alternative, if for any reason the Court determines that the subject property cannot be divided into two parcels of relative quality and quantity commensurate with the respective one-third and two-thirds interests of the present two co-tenants, or that the parcel cannot be partitioned for any other reason, Plaintiffs request that the Court order that the entire property be sold, and that the proceeds of that sale be divided between Plaintiffs and Defendants according to their respective interests.

9.

Plaintiffs further assert that, pursuant to ORS 105.245 and ORS 105.405(1) and (2), each of the two tenants-in-common [i.e., Plaintiffs on the one hand, and Defendants on the other] should bear an equal one-half share of all of the costs and expenses incurred in this action, including all

1 costs and expenses of any referees tasked by the Court, pursuant to ORS 105.245, with assisting in
2 determining any of the issues in this proceeding, as well as the expenses of any surveyors and
3 assistants of any surveyors employed by such referees, together with all fees allowed by law to the
4 referees as provided in ORS 105.405(1), and together with all of Plaintiffs' other costs incurred in
5 this partition action as provided in ORS 105.405(2), including reasonable attorney fees and
6 disbursements for services performed in connection with this proceeding for the common benefit of
7 both Parties.

8 **PLAINTIFFS' SECOND CLAIM FOR RELIEF**
9 **ACCOUNTING BETWEEN CO-TENANTS**

10 10.

11 Plaintiffs reallege and incorporate herein by reference paragraphs 1 through 9 of Plaintiffs' First
12 Claim for Relief as if fully set forth below.

13 11.

14 Plaintiff Paul Boyer and the late Mr. Morgan entered into the original Contract to purchase the
15 subject property as a joint venture, and the purchasers in that Contract agreed to share equally the
16 profits, as well as the costs and expenses associated with owning said property. During the time
17 Plaintiff Paul Boyer has had an interest in the subject property, the late Mr. Morgan, and
18 subsequently his Estate, have not paid their fair and proportionate share of property taxes, necessary
19 repairs and other expenses which co-tenants are obligated to contribute to in proportion to their
20 respective interests in the property. Additionally, the late Mr. Morgan collected rents for the
21 property which he did not share with Plaintiffs as he should have. Moreover, the Estate is now
22 contending that Plaintiffs' owe the Estate some \$50,000 for loans purportedly made by the late
23 Mr. Morgan to Plaintiffs, money which Plaintiffs deny ever having borrowed from the late
24 Mr. Morgan.

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12.

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2 Plaintiffs have submitted a formal Request for Production of documents to the Estate seeking
3 disclosure of documents which may shed light on the extent to which the late Mr. Morgan paid any
4 share of such costs and expenses, and the extent to which he collected rents for the property, but the
5 Estate has failed and refused to provide Plaintiffs with the documents requested, or any formal
6 response to said Request for Production within a reasonable time. In light of the foregoing, Plaintiffs
7 have no adequate remedy at law which will permit Plaintiffs to discover and full extent to which the
8 Estate owes Plaintiffs for the Estate's fair and proportionate share of such costs and expenses arising
9 out of ownership of the subject property other than by seeking the assistance of the Court in
10 conducting an accounting of the respective interests of said parties.

11 **PLAINTIFFS' THIRD CLAIM FOR RELIEF**
12 **REFORMATION OF DEED**

13 13.

14 Plaintiffs reallege and incorporate herein by reference paragraphs 1 through 9 of Plaintiffs' First
15 Claim for Relief as if fully set forth below.

16 14.

17 Plaintiffs and the late Mr. Morgan acquired title to the subject property as Grantees through a
18 Warranty Deed recorded on February 10, 1982, naming their predecessor in title, Vera Ontko, who
19 is now deceased, as Grantor. A true and correct copy of that Warranty Deed is attached hereto and
20 marked for reference as Exhibit 1. The original of said Warranty Deed was given in full satisfaction
21 of a Contract dated September 22, 1971, in which Vera Ontko, as seller, agreed to convey the subject
22 property to the late Mr. Morgan, Plaintiff Paul Boyer and a certain Allen G. Hutchens, as buyers,
23 upon full payment of the purchase price stated therein. A true and correct copy of that Contract is
24 attached hereto and marked for reference as Exhibit 2.

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15.

On or about July 24, 1978, Allen Hutchens assigned his one-third vendee's interest to Bon-Al Co., a co-partnership consisting of he and his wife, Bonita A. Hutchens. On or about November 9, 1981, Bon-Al Co. assigned its vendee's interest in the property to Clarence and Yvonne Haverland, husband and wife.

16.

Due to a mutual mistake of the parties to said Warranty Deed, the Haverlands were not listed, as they should have been, as one of the three co-tenant owners of the subject property at that time. Because of that mutual mistake, said Warranty Deed which was recorded fails to accurately reflect the intentions of the parties to that deed.

17.

The Haverlands' one-third interest as a co-tenant in the property was ultimately acquired by Plaintiffs, who now own that one-third interest, together with Plaintiffs' original one-third interest, for a total two-thirds interest as tenants-in-common in the subject property.

18.

A demand was made to the late Mr. Morgan to reform said Warranty Deed, but that demand was refused. Plaintiffs have no adequate remedy at law which will correct the foregoing mistake in the Warranty Deed. If the Warranty Deed is not reformed to correctly reflect that the Haverlands were one-third owners of said property at the time the deed was signed by the seller, Plaintiffs will be irreparably damaged, since the existing deed, as recorded, fails to properly reflect the interest of the Haverlands, who are one of Plaintiffs' predecessors in title with respect to a one-third interest in the subject property. Plaintiffs need to have the Warranty Deed corrected by this Court in order to correctly reflect Plaintiffs' present two-thirds interest as a tenant-in-common in that property. It would be unjust to Plaintiffs to allow the original Warranty Deed to remain unreformed.

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1 WHEREFORE, Plaintiffs pray for the following:

2 With respect to Plaintiff's First Claim for Relief, Plaintiff's pray:

- 3 1. For an Order appointing three referees pursuant to ORS 105.245, directing those referees
4 to partition the subject property into two parcels of relative quality and quantity commensurate
5 with the respective one-third and two-thirds interests of the present two co-tenants as provided
6 in ORS 105.255, and to make a report of their proceedings to the Court, specifying therein the
7 manner in which they executed their trust and describing the two resulting parcels with
8 particularity by proper landmarks;
- 9 2. For a final Judgment confirming the referees' report and allotting the two parcels to the
10 Parties according to their respective rights as determined by the Court in the manner provided
11 in ORS 105.260;
- 12 3. In the alternative, in the event the Court determines that the subject property cannot be
13 partitioned into two parcels of relative quality and quantity commensurate with the respective
14 one-third and two-thirds interests of the present two co-tenants, for an Order directing that the
15 entire property be sold in the manner prescribed by law and that the proceeds of such sale be
16 paid two-thirds to Plaintiffs and one-third to Defendants, or if no Defendants should appear in
17 response to Plaintiffs' Complaint, said Defendants one-third to be paid instead into Court for
18 the benefit of the late Mr. Morgan's estate;
- 19 4. In addition to each of the foregoing, for an award against Defendants in said final
20 Judgment of one-half of all of Plaintiffs' costs incurred in this action, including all expenses of
21 the referees, as well as the expenses of any surveyors and assistants of any surveyors employed
22 by the referees, together with all fees allowed by law to the referees, all as provided in ORS
23 105.405(1); and,
- 24 5. For an award against Defendants in said Judgment of one half of all of Plaintiffs' other
25 costs incurred in this partition action as provided in ORS 105.405(2), including reasonable
26

1 attorney fees and disbursements for services performed for the common benefit of both parties;
2 and,

3 6. For such other relief as the Court deems just and appropriate; and,

4 With respect to Plaintiff's Second Claim for Relief, Plaintiff's pray, in addition:

5 7. For an accounting between Plaintiffs and the Estate with respect to rents collected for the
6 property by any of the parties or their representatives, as well as with respect to property taxes,
7 necessary repairs and other costs which ought to have been paid proportionally by the various
8 co-tenants of the subject property during the time Plaintiff Paul Boyer has held an interest in
9 said property as a co-tenant; and,

10 8. For such other relief as the Court deems just and appropriate; and,

11 With respect to Plaintiff's Third Claim for Relief, Plaintiff's pray, in addition:

12 9. For an Order reforming said Warranty Deed to include the then-existing one-third interest
13 of Clarence and Yvonne Haverland as co-purchasers of the subject property at the time that
14 deed was signed by the seller; and,

15 10. For such other relief as the Court deems just and appropriate.

16 DATED this 11th day of December, 2012.

17
18
19 
20 _____
Jeremy L. Fellows, OSB #831945
Attorney for Plaintiffs

21 Trial Attorney:
22 Jeremy L. Fellows, OSB #831945
23
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VERA ONTKO, hereinafter referred to as "Grantor", conveys and warrants to LARRY MORGAN and KAREN M. MORGAN, husband and wife, and PAUL BOYER, hereinafter referred to as "Grantee, the following described real property free of encumbrances, except as specifically set forth herein, situated in Umatilla County, State of Oregon:

The Southwest Quarter of Section 28, excepting therefrom all the land located in the Northeast Quarter of the Southwest Quarter of Section 28, Township 6 South, Range 31, East of the Willamette Meridian, lying West of United States Highway 395 as the same is now located, all being in the County of Umatilla and State of Oregon.

The Northwest Quarter of the Northwest Quarter and that portion of the Northeast Quarter of the Northwest Quarter of Section 33, lying Northwesterly of the John Day River and Camas Creek in Township 6 South, Range 31 East of the Willamette Meridian in the County of Umatilla and State of Oregon.

EXCEPTING THAT portion lying within United States Highways.
ALSO, excepting that portion conveyed to William F. Hassig by Deed Recorded in Book 280 at Page 154, Umatilla County Deed Records.

SUBJECT TO:

1. An easement created by instrument, including the terms and provisions thereof, dated April 12, 1951, recorded May 1, 1951, in Book 196, at Page 524, Deed Records in favor of Pilot Rock Lumber Company, a corporation for right of way over above described property.
2. An easement created by instrument, including the terms and provisions thereof, dated October 24, 1956, recorded November 15, 1956, in Book 258, at Page 408, Deed Records, in favor of Pilot Rock Lumber Company, a corporation, for right of way over the above described property.
3. Lease, including the terms and provisions thereof, dated March 11, 1958, recorded March 19, 1958, in Book 247, at Page 688, Deed Records.

WARRANTY DEED -1-

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL OFFICE OF COUNTY RECORDS UMATILLA COUNTY, OREGON

BY Jean Hemphill
Records Officer

DATED December 5, 2012
Jean Hemphill

EXHIBIT 1
PAGE 1 OF 3

R 89 PAGE 146

between Ortho M. Koch, Lessor, and Homer Halstead and Blanche Halstead, husband and wife, Lessee.

4. An easement created by instrument, including the terms and provisions thereof, dated May 20, 1965, recorded May 27, 1965, in Book 280, at Page 154 Deed Records, in favor of William F. Hassig for ingress and egress over the above described property.

5. Liens and encumbrances, including taxes granted or suffered by Buyers, subsequent to September 22, 1971. This deed is given in satisfaction of a contract dated September 22, 1971.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$15,000.00.

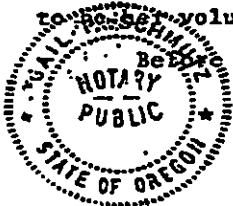
Unless a change is requested, all tax statements shall be sent to the above named Grantee at the following address:

DATED this 3rd day of February, 1982.

Vera Ontko
VERA ONTKO

STATE OF OREGON)
County of Crook) ss.

On this 3rd day of February, 1982, personally appeared the above named VERA ONTKO and acknowledged the foregoing instrument to be her voluntary act and deed.



Gail P. Schmutz
NOTARY PUBLIC FOR OREGON
My Commission Expires: 5-15-83

WARRANTY DEED -2-

EXHIBIT 1
PAGE 2 OF 3

~~RECORDED~~ //
~~INDEXED~~ //

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STATE OF OREGON, }
COUNTY OF UNATILLA, } IS

I, J. Dean Fouquette, Sr., County Clerk,
certify that this instrument was received and
recorded

ON FEB 10, 1982

at 10:50 o'clock A. M. in the record
of DEEDS of said County to

Book Page
R-89 145

J. DEAN FOUQUETTE, SR.
County Clerk

By *Betty Johnson* Deputy
Fees \$ 2.00 No. 81453

MINTURN, VAN VOORHEES, LARSON & DIXON

ATTORNEYS AT LAW

288 W. 1RD.
P.O. BOX 10
PRINEVILLE, OREGON
97754
(503) 447-1830

Larry D. Morgan
11904 S. E. Taylor
Portland, Or. 97216

CONTRACT OF SALE

351778

THIS CONTRACT, Made this 22nd day of SEPT.

1971, by and between VERA ONTKO, hereinafter called the seller, and ALLEN G. HUTCHENS, LARRY MORGAN and PAUL BOYER, hereinafter called the buyer;

WITNESSETH:

That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the seller the following described real estate, situate in the County of Umatilla, State of Oregon, to-wit:

All that certain real property described on EXHIBIT "A" attached hereto and by this reference made a part hereof.

for the sum of FIFTEEN THOUSAND AND NO/100 DOLLARS (\$15,000.00) (hereinafter called the purchase price), on account of which ONE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$1,500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (\$13,500.00) to the order of the seller in monthly payments of not less than ONE HUNDRED TWENTY AND NO/100 DOLLARS (\$120.00) each, payable on the 22nd day of each month hereafter beginning with the month of September, 1971, and continuing until said purchase price is fully paid. All or any part of said purchase price may be paid at any time;

1 - CONTRACT OF SALE

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL OFFICE OF COUNTY RECORDS UMATILLA COUNTY, OREGON

BY Sean Hemphill Records Officer

DATED December 5, 2012
Sean Hemphill

all deferred balances of said purchase price shall bear interest at the rate of seven per cent (7%) per annum from date of this agreement until paid, interest to be paid monthly and being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this agreement.

The buyer shall be entitled to possession of said lands on the date of this agreement and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due.

That at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ 5000. ^{For PRS AM} in a company or companies satisfactory to the seller, 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.

Now if the buyer shall fail to pay any such liens, costs, water rents, taxes or insurance, the seller may do so

2 - CONTRACT OF SALE

BOOK 330 PAGE 578

EXHIBIT 2
PAGE 2 OF 6

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 of 10% per annum, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within a reasonable time from the date hereof, he will furnish unto buyer a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller, subject to the exceptions set forth on said Exhibit "A" and the usual printed exceptions and the building and other restrictions and easements now of record, if any.

Seller also agrees that when said purchase price has been fully paid and upon request and surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns subject, however to restrictions, easements, rights of way and reservations of record and existing rights of way, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the exceptions set forth on said Exhibit "A", the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required or any of them, punctually within ten days of the time limited therefor,

3 - CONTRACT OF SALE

BOOK 330 PAGE 579

or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and 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 determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and re-vest in said seller without any act of re-entry or any other act of said seller to be performed and without any right of the 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. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto 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 his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any succeeding

4 - CONTRACT OF SALE

EXHIBIT 2
PAGE 4 OF 6

breach of any such provision, or as a waiver of the provision itself.

In the event any suit or action is instituted to enforce any of the terms of this contract, it is understood and agreed between the parties that the prevailing party in such suit or action shall be entitled to a reasonable attorney's fee to be set by the trial court; and, in the event of an appeal, then the prevailing party on such an appeal shall be entitled to a reasonable attorney's fee for such appeal, said fee to be set by the appellate court.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the day and year first above written.

Vera Ontko (SEAL)
Vera Ontko - Seller

Allen G. Hutchens (SEAL)
Allen G. Hutchens - Buyer

Larry D. Morgan (SEAL)
Larry Morgan - Buyer

Paul R. Boyer (SEAL)
Paul Boyer - Buyer

STATE OF OREGON,
County of Multnomah,
September 22, 1971
Personally appeared the above named, Allen G. Hutchens, Larry D. Morgan and Paul R. Boyer and acknowledged the foregoing instrument to be their voluntary act and deed.
and Last - CONTRACT OF SALE

William J. ...
Notary Public for Oregon
My commission expires: Dec 29, 1972

EXHIBIT "A"

ONTKO - HUTCHENS, ET AL CONTRACT

The Southwest quarter of Section 28, excepting therefrom all the land located in the Northeast quarter of the Southwest quarter of Section 28, Township 6 South, Range 31, East of the Willamette Meridian; lying West of United States Highway 395 as the same is now located, all being in the County of Umatilla and State of Oregon.

The Northwest quarter of the Northwest quarter, and that portion of the Northeast quarter of the Northwest quarter of Section 33, lying Northwesterly of the John Day River and Camas Creek in Township 6 South, Range 31 East of the Willamette Meridian in the County of Umatilla and State of Oregon. Excepting that portion lying within United States Highways.

Also excepting that portion conveyed to William F. Hassig by deed recorded in Book 280 at page 154, Umatilla County Deed Records.

SUBJECT TO:

1. An easement created by instrument, including the terms and provisions thereof, dated April 12, 1951, recorded May 1, 1951 in Book 196, at page 524, Deed Records, in favor of Pilot Rock Lumber Company, a corporation for right of way over above described property.
2. An easement created by instrument, including the terms and provisions thereof, dated October 24, 1956, recorded November 15, 1956 in Book 238, at page 408, Deed Records, in favor of Pilot Rock Lumber Company, a corporation, for right of way over the above described property.
3. Lease, including the terms and provisions thereof, dated March 11, 1958, recorded March 19, 1958 in Book 247 at page 688, Deed Records, between Ortho M. Koch, Lessor and Homer Halstead and Blanche Halstead, husband and wife, Lessee.
4. An easement created by instrument, including the terms and provisions thereof, dated May 20, 1965, recorded May 27, 1965 in Book 280 at page 154 Deed Records, in favor of William P. Hassig for ingress and egress over the above described property.

1 and Last - EXHIBIT "A"

Filed for record AUG 17, 1973 at 1:12 P. M.
JESSIE M. BELL County Clerk

6

CERTIFICATE OF SERVICE

I certify that I served the foregoing **PLAINTIFF'S AMENDED COMPLAINT** on the following recipient(s):

Greg L. Mettler, Esq.
700 North Main Avenue
Gresham, OR 97030

by placing a copy in an envelope addressed to said recipient(s) at the above-listed address(es) and depositing the envelope(s), with postage prepaid, in the mails of the United States Postal Service in Beaverton, OR.

DATED this 11th day of December, 2012.



Jeremy L. Fellows, OSB #831945
Attorney for Plaintiffs

Trial Attorney:
Jeremy L. Fellows, OSB #831945

IN THE CIRCUIT COURT OF THE STATE OF OREGON

FOR THE COUNTY OF UMATILLA

PENNY A. BOYER,)	Case No.: CV12-1023
)	
Plaintiff,)	GENERAL JUDGMENT
)	
v.)	
)	
The Estate of LARRY D. MORGAN,)	
Deceased, and MANDIE BROWN,)	
individually,)	
)	
Defendants.)	

This matter came before the Court for trial on Plaintiff PENNY A. BOYER's and former Plaintiff PAUL R. BOYER's claims for partition of real property and for an accounting, and the Defendant Estate of LARRY D. MORGAN's counterclaim for an accounting. After all of the Defendant Estate's right, title and interests in this case passed to LARRY D. MORGAN's daughter and sole heir, MANDIE BROWN, in probate proceedings conducted in Multnomah County in probate case number 1207-90955, she was added as a named Defendant pursuant to the Parties' joint motion, as documented in this Court's Order granting that joint motion signed on February 21, 2017. Following former Plaintiff PAUL R. BOYER's death on August 30, 2017, he was removed as a named litigant in this matter, since all of his right, title and interests pertaining to all of the property at issue in this matter were acquired by his widow, Plaintiff PENNY A. BOYER, by operation of law at his death.

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Prior to trial in this matter, the Court granted partial summary judgment in favor of Plaintiffs on Plaintiffs' claim seeking reformation of the Warranty Deed specified below, and also granted partial summary judgment in favor of Plaintiffs determining that, as of December 24, 2012, Plaintiffs owned a two-thirds interest in the real property located at 38965 North Fork John Day Road in Ukiah, Umatilla County, Oregon, more fully described in Plaintiffs' Complaint, as amended (hereinafter referred to as "**the Ukiah Property**").

Following a two day bench trial before the Honorable Lynn W. Hampton, Circuit Court Judge, which commenced on May 13, 2014, the Court granted a limited judgment in Plaintiffs' favor and against the Defendant Estate with respect to Plaintiffs' First Claim for Relief seeking a partition of the Ukiah Property, but withheld judgment with respect to the Parties' accounting claims, all as provided in the Court's LIMITED JUDGMENT GRANTING PARTITION OF REAL PROPERTY signed on November 12, 2014.

Thereafter, following a hearing held on February 13, 2015, the Court issued a LIMITED JUDGMENT CONCERNING ACCOUNTING AND ATTORNEY FEE ISSUES, signed on May 5, 2015, denying Plaintiff's request for an award of attorney fees incurred in connection with the partition action, but granting a limited judgment in Plaintiffs' favor and against the Defendant Estate for one-third of the property taxes for the Ukiah Property for the years 2013 and 2014, which sum has now paid in full to Plaintiffs. The Court also determined in that Limited Judgment dated May 5, 2015, that, commencing in 2015, Plaintiffs would bear responsibility for paying two-thirds of the property taxes for the Ukiah Property, with the Defendant Estate bearing responsibility for paying

the remaining one-third of those taxes. That limited judgment is hereby modified as specified below in light of the Court's recent ruling on Plaintiff PENNY BOYER's Petition for Additional Relief.

In the Limited Judgment signed on May 5, 2015, the Court also denied the Defendant Estate's request that Plaintiffs be ordered to pay to the Defendant Estate the one-third share of ownership expenses for the Ukiah Property attributable to Plaintiffs' predecessors-in-title as to half of Plaintiffs' then-existing two-thirds interest in the property. In that same Limited Judgment, the Court determined the Parties' respective rights and liabilities to each other with respect to: (1) prior utility and insurance payments relating to the Ukiah Property; (2) the cost of door moldings and associated labor and mileage expenses incurred to repair damage done to the Ukiah Property by a former tenant; (3) the reasonable rental value of the residence on the Ukiah Property for the period extending from June 2000 through December 2012; (4) proceeds from the sale during 2008 to a third party of a right-of-way on the Ukiah Property; (5) as well as amounts owed for real property taxes and other claimed repair, maintenance and utility expenses pertaining to the Ukiah Property incurred as of the date of that May 5, 2015 Limited Judgment. All of the specific sums awarded to the Parties in that Limited Judgment dated May 5, 2015, listed above in this paragraph have now been paid in full by the Parties ordered to pay such sums.

That Limited Judgment dated May 5, 2015, also provided that the Defendant Estate would bear the entire cost of utilities, property insurance, repairs and maintenance for the Ukiah Property commencing as of the date of the decedent Larry Morgan's death in 2010. That directive is hereby modified as specified below in light of the Court's ruling on Plaintiff PENNY BOYER's Petition for Additional Relief.

In June of 2016, the Court issued an ORDER MODIFYING LIMITED JUDGMENT GRANTING PARTITION OF REAL PROPERTY, signed on June 9, 2016, based on a determination by the Court's appointed Referee that the Ukiah Property could not be feasibly partitioned due to constraints imposed by applicable land use planning laws. In that June 9, 2016 Order, the Court directed that the Ukiah Property be sold instead as a single parcel, and that the proceeds of that sale be divided between the Parties according to their respective interests as later determined by the Court.

Subsequently, following a hearing on February 13, 2017, concerning the circumstances impairing the court-ordered sale of the Ukiah Property, the Court issued an ORDER IMPOSING DEADLINE FOR REMOVAL AND FUMIGATION OF PROPERTY, signed on February 23, 2017, directing Defendants to remove from the Ukiah Property, at Defendants' sole expense, all of Defendants' personal belongings stored in and around the residence on the Ukiah Property, leaving none of that personal property elsewhere on the subject parcel, and – following such removal – to have the residence fumigated by a professional pest exterminator, at Defendants' sole expense, to treat an infestation of vermin in and around the residence on the Ukiah Property. That Order directed that all such work be completed no later than March 10, 2017, and that Defendants confirm via email to the Parties' agreed-upon real estate broker no later than that same date that all such work had been timely completed.

Thereafter, on October 17, 2017, the Court issued an ORDER GRANTING PLAINTIFF PENNY BOYER'S PETITION FOR ADDITIONAL RELIEF directing that Defendant MANDIE

BROWN's interest in the Ukiah Property be extinguished, forfeited and conveyed to Plaintiff PENNY BOYER for the reasons set forth in that Petition.

IT IS THEREFORE HEREBY ADJUDGED, without costs to any Party:

1. That Plaintiff PENNY A. BOYER have Judgment against the Defendants on Plaintiffs' Third Claim for Relief seeking reformation of the Warranty Deed recorded on February 10, 1982, in the Umatilla County Records naming Vera Ontko as Grantor of the real property described therein (which is located at 38965 North Fork John Day Road in Ukiah, Umatilla County, Oregon) naming LARRY MORGAN and KAREN M. MORGAN, husband and wife, and PAUL BOYER, as Grantee. Said Warranty Deed shall hereby be reformed so as to name LARRY MORGAN and KAREN M. MORGAN, husband and wife, as Grantee of an undivided one-third interest, PAUL BOYER as Grantee of an undivided one-third interest, and Clarence and Yvonne Haverland, as husband and wife, as Grantee of the remaining undivided one-third interest in the real property described therein; and,
2. That Plaintiff PENNY A. BOYER have further Judgment against the Defendants, awarding to Plaintiff PENNY A. BOYER the disputed above-referenced one-third interest in the Ukiah Property once owned by Clarence and Yvonne Haverland, as husband and wife; and,
3. That Plaintiff PENNY A. BOYER have further Judgment against the Defendants for one-third of the property taxes for the Ukiah Property for the years 2013 and 2014, which sum has been paid in full to Plaintiff, who acknowledges receipt of that payment; and,

4. That Plaintiff PENNY A. BOYER have further Judgment against the Defendants with respect to the Defendant Estate's claim that Plaintiffs should be ordered to pay to the Defendant Estate one-third of the ownership expenses for the Ukiah Property attributable to Plaintiffs' predecessors-in-title, which claim is hereby dismissed with prejudice; and,

5. That with respect to the Parties' opposing claims for an accounting of real property taxes, repair, maintenance and utility expenses, and insurance costs for the Ukiah Property, final judgment is hereby awarded as provided in the Court's prior Limited Judgment, except that, commencing on the date this General Judgment becomes final as a matter of law, Plaintiff PENNY BOYER shall thereafter be solely liable for all real property taxes, repair, maintenance and utility costs and other expenses of ownership for the Ukiah Property incurred from that date forward. All sums awarded to the Parties for amounts incurred prior to that date have been paid in full by the Parties ordered to pay such sums. Amounts awarded for the reasonable rental value of the residence on the Ukiah Property for the period extending from June 2000 through December 2012, and for the proceeds from the sale during 2008 of a right-of-way on that property, have also been paid in full; and,

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6. That Defendant MANDIE BROWN's interest in the Ukiah Property be, and hereby is, extinguished, forfeited and conveyed in fee simple absolute to Plaintiff PENNY BOYER.

Submitted by:

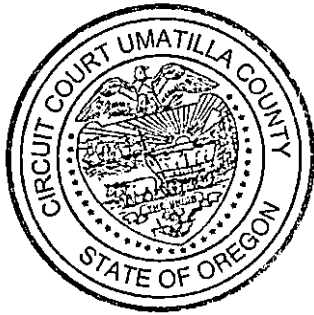
/s Jeremy L. Fellows

Jeremy L. Fellows, OSB #831945

jl.fellows@nwcounsel.com

Attorney for Plaintiffs

Signed: 11/9/2017 12:01 PM



Lynn W. Hampton

Lynn W. Hampton, Circuit Court Judge

CERTIFIED TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL
Dated 12.27.17
TRIAL COURT ADMINISTRATOR
By [Signature]

State of Oregon
County of Umatilla

Instrument received
and recorded on
12/27/2017 10:51:30 AM

in the record of instrument
code type DE-PR

Instrument number 2017-6560733
Fee \$176.00

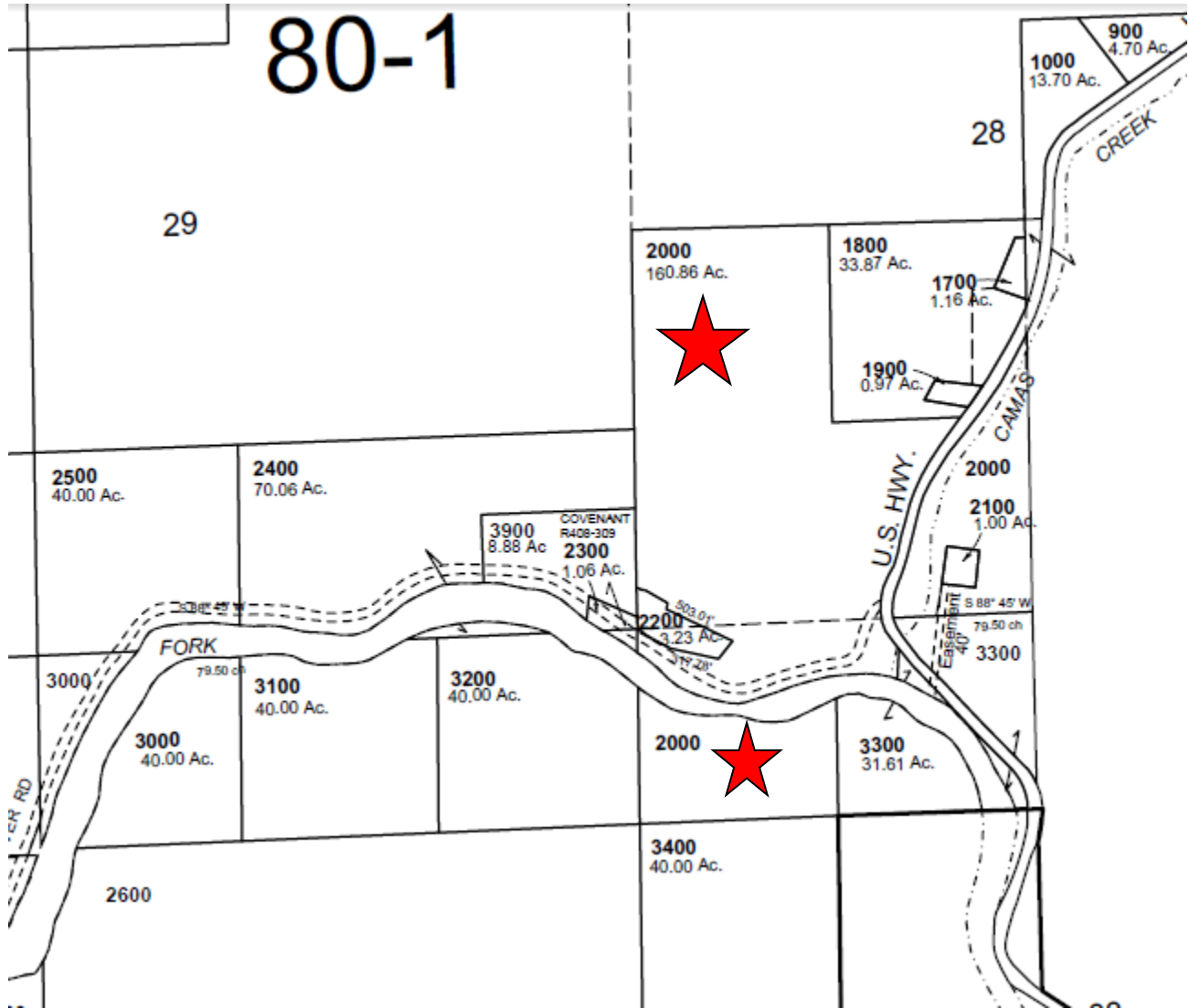


Page 7 - GENERAL JUDGMENT

Office of County Records

Steve Churchill

Records Officer
1074396 P25



39013 Highway 395 S
Ukiah, OR 97880

THIS MAP IS FURNISHED AS AN ACCOMMODATION STRICTLY FOR THE PURPOSES OF GENERALLY LOCATING THE LAND. IT DOES NOT REPRESENT A SURVEY OF THE LAND OR IMPLY ANY REPRESENTATIONS AS TO THE SIZE, AREA OR ANY OTHER FACTS RELATED TO THE LAND SHOWN THEREOF