2664 This Agreement, made and entered into this 15 day of March . 19 GG by and between LAWRENCE L. MYERS and MYRTLE V. MYERS, husband and wife, hereinafter called the vendor, and HOWARD C. HASSETT and MARY A. HASSETT, husband and hereinafter called the vendee, (it being understood that the singular shall include the plural if there are two or more vendors WITNESSETH Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit: Government Lots 11 and 14 of Section 32, Township 35 South, Range 7 E.W.M., in Klamath County, Oregon SUBJECT TO: Contracts, liens and assessments for irrigation and drainage, and easements and rights of way of record, and those and a set. at and for a price of \$ 50,000,00, payable as follows: to wit: \$ 14,500,00 at the time of the មិត ត្រូវមិននិង សមាសិ<mark>វី ស៊ីនី ស៊ីនី</mark> ស៊ីនា (ស៊ីន) (សារណ៍) សារ សំខាន់ ដែរ៉ាទីនៅប៉ុន្តែនៅ សំរោះ សមាសិវី <mark>ស៊ីនី ទីស៊ី</mark>ស៊ី ស្តីសំខាន់ សំខាន់ សំខាន់ សំខាន់ សំខាន់ សំខាន់ ដែរប្រណីដែរ បានសំរោះ សំខាន់ ដែរសំខាន់ សំខាន់ សំខាន់ សំខាន់ សំខាន់ ស execution of this agreement, the receipt of which is hereby acknowledged: \$ 35,500.00 with interest at the rate of 5 % per annum from the date hereof payable in installments of not less than \$ 152.00 per month inclusive of interest, the first installment to be paid on the 5th day of January 19 67, and a further installment on the 5th day of every month thereafter until full balance and interest are paid, provided, further, that Purchasers shall, in addition to the above payments, cause to be paid Sellers not less than \$3,000.00 per year, inclusive of interest as aforesaid, the first installment to be paid on or before the 31st day of December, 1967, and a further and like installment on or before the 31st day of each December of each year thereafter until ್ಯ ಮುಂದುವರೆ ಸಿಮ್ಮಾನ್ ಮಾಡಿದ್ದಾರೆ. ಮುಂದುವುದ ಸಿಮ್ಮಾನ್ ಮುಂದುವುದ ಸಿದ್ದಿ ಸಿದ್ದ ಸಿದ್ದಾರೆ ಸಿದ್ದಿ ಮಾಡಿದ್ದಾರೆ. ಇದೆ ಮಾಡಿದಿ ಮಾಡಿದಿ ಮಾಡಿದಿ ಸಿದ್ದಿ ಸಿದ್ದಾರಿಗಳು ಸಿಮ್ಮಾನ್ ಸಿಮ್ಮಾನ್ ಸಿದ್ದಾರೆ ಸಿದ್ದಾರೆ ಸಿದ್ದಾರೆ. ಇದೆ ಮಾಡಿದ್ದಾರೆ ಸಿದ್ದಾರೆ ಸಿದ್ದಾರೆ ಮಾಡಿದ್ದಾರೆ. ಇದೆ ಸಿದ್ದಾರೆ ಸಿದ್ದಾರ 0.00 1.2.99¹.9.55 San da a si ka 15

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and/or vendees).

the full balance and interest is paid. who got have a structure but on where thereas are an approximation of another a test of the second second the been behave meet cover bad that such and the second

Vendee agrees to make said payments promptly on the dates above, named to the order of the vendor, or the survivors of them, at the First Federal Savings, and Loan Association of Klamath Falls, here the c

Oregon: to keep said property at all times in as good condition as the same now are, that no improvement now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured in companies approved by vendor, against loss or damage by lire in a sum not less than \$ Insurable it vai be arties as their respective interests may appear, said policy or policies of insurance to be held by the respective parties hereits in the session of the set of the se to procure and pay for said insurance, the Vendor may do so and any payment so made shall be added to and become a part of the debt secured by this agreement and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to Vendor for Vendee's breach of contract, that should Vendors cause or permit any en-cumbrance to be placed of record affecting the title to said property and fail to pay same punctually that Vendees may do so and any payment so made shall be deducted from the purchase price and upon proper receipt therefor, the escrow holder shall so credit the same.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrance whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property., On June 1, 1966.

Vendor: will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above set forth.

2665

which vendee assumes and will place sold deed and a Purchaser's Policy of Title Insurance,

together with one of these agreements in escrow at the **First Federal Savings & Loan Association of Klamath Falls**, at Klamath Falls, Oregon, bereby instructing said escrow holder that when, and if, the vendee shall have paid the balance of the purchase price and shall have in all other respects fully complied with all of the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

That Vendee shall not cell, assign, transfer, lease or in any way dispose of, or set over, any of his right, title and interest in and to the above described real property without first obtaining the written consent of Vendor, provided, however, that Vendor shall not unreasonably withhold such consent except for good he cause infinite brock infinite by the said Vendor at any time to require performance by the Vendee of any provision herein shall in no way effect his rights hereunder to enforce the same, nor shall any waiver of said Vendor of any broach of any provision be held to be a waiver of any succeeding breach of any provision.

Real property taxes, fire insurance premiums and all other charges and assessments shall be prorated between the parties hereto as of June 1, 1966.

It being further understood and agreed that the sum of \$13,500.00 of the above referred to down payment represents a credit extended Purchasers by Sellers for Purchasers' building a home for Sellers, which said home is presently under construction, which said home shall be constructed in accordance with the general plans which are attached hereto, marked Exhibit "1" and by this reference made a part hereof, and pursuant to the general specifications as set forth in that certain building contract which is attached hereto, marked Exhibit "2", and by this reference made a part hereof, save and except that the parties hereto have heretofore changed the location of the linen closet.

have a stand of the source of the Asple en in state and a PROVIDED FURTHER, time shall be of the essence of this agreement and if the vendee shall fair, refuse or neglect, for a period of sixty days, to pay either or any of said installments or any of said interest, prompily as the same becomes due, or shall fail to keep and perform any of the agreements herein contained, then all of the rights of the vendee in and to said property and under this contract shall at the vendor's option, immediately and utterly cease and determine, and the property herein described shall revert to and revest in the vendor without any declaration of foreclosure or act of re-entry, or without any other act by the vendor to be done or performed and without any right of the vendee of reclamation or compensation for money paid or for improvements made on said property as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the vendor under this contract shall thereupon be forfelied without process of law and shall be related by and belong to the vendor as the accrued and reasonable rent of said property from this date to the time of such forfeiture and the liquidated damages to the vendor for the vendee's failure to complete this contract, and in such case said escrow holder is hereby instructed to deliver said deed & Purchaser's Policy of Title Insuranceor on demand for same, without notice to vendee. It being specifically understood that a breach of any provision hereinabove contained shall entitle vendor to strict foreclosure of this agreement without notice. In case suit or action is taken to enforce any provision of this agreement vendee agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable for vendor's attorney fees therein. gele Schweiter

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This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written. Vendors

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Vendees: <u>Aary a Harred</u>

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14 25 \mathcal{L} 2666 PUNLEDGMENT FORM NO STEVE STATE OF OREGON, 55. known to me to be the identical individuals... described in and who executed the within instrument and acknowledged to me that.....their executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. Notary Public for Oregon. My Commission expires N 00 0 **b** w la ್ರಕ್ಷ 163" Yaha

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2670 This contract entered into between dow rd 1. Housett and Mary Ann Harmett (hereinafter colled the contractors), and Lawrence L. Myers and Myrtle Myers (herein free colled the owners), for the construction

BUILDING CONTRACT

of dwelling according to glans and mperifications on follows:

611 Construction (friction, foundation etc.) completed to this dute addepted by Swners. All interior walls and settings to be of b" sheetrock. Cell-

ingn to be accounting textury and walls- brocade, with one ex-cention (collings of words to be of accountly tile furnished by Owners).

All interior and exterior doors to be hollow-core Cahogany with exception of doors in porch furnished by Owners. Living room, hullway, and bedroom floors to be of 501 Eylon (not to exceed 20.40 per yd installed) remainder of floors to be covered with linoleum (not to exceed 44.25 per yd installed) Owner to do all with a with a terials furnished by contractors. Heating system to consist of 3-220 volt recentueles and two A 000 wath partable heate a furninhed by Contractorn. Main both to consist of tub, lavatory and toilet in Eller green with crice Phister trim. Other both to consist of white Eller metal showe , lavatory, tollet and 52 gal. hulck recovery water heater.

Kitchen cabinets to be birch according to plans with formica

to) and stainless steel dbl sink. All interior surfaces to be pointed with two coats of paint and all exterior surfaces to be winted with three couts. Fireplace to be constructed at ther to existing fireplace in dindng-room of their existing bone.

All execution for dwelling, soptic tenk and system, and land-

All colors of paint, gelection of carpet, linoleum and formica to be of Owners' choice.

All costs of extras and alterations to be agreed upon in writing by both arties.

The total cost of this construction (\$13,510.000 to be applied against principal as set forth in purchaser's contract of Owners property at Hodoc Point. 111

Deted Signed	6322 Linuid Mi
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STATE OF OREGON, 88 County of Klamath 8	
Filed for rooord at request off .	
on this <u>28</u> (iay if <u>Marcel</u> A, D, 10 6 at <u>2-21</u> . <u>o'blook</u> <u>M</u> , and duly Exhibit "2"	
at 2-21- 0'bloot A and any recorded in Vol. <u>M-66 of science</u>	
Page <u>2664</u> . DOROTHX, ROGERS, County Clerk	
ForBy_ fance Merel Beputy	

