

This Agreement, made and entered into this 11th day of October, 1966 by and between WADE CRAWFORD and JDA M. CRAWFORD, husband and wife,

hereinafter called the vendor, and

RICHARD W. DeROSIER and ELIZABETH DeROSIER, husband and wife, hereinafter called the vendee.

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:

Lot 9 in Block 2 of Williamson River Estates, together with the non-exclusive easement for walkway purposes and boat docking over and on the strip of land lying between said Lot and Williamson River.

Subject to: Taxes for fiscal year commencing July 1, 1966; easements and rights of way of record and apparent on the land; acreage and use limitations under United States Statutes and regulations issued thereunder; easements, set back lines and restrictions as set out in plat and dedication of said subdivision, and to Declaration of Conditions and Restrictions adopted by vendors and recorded in Vol. M66, Page 7318, Klamath County Deed Records;

at and for a price of \$ 2,000.00 , payable as follows, to-wit:

\$ 500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 1,500.00 with interest at the rate of 6 1/2 % per annum from October 1, 1966, payable in installments of not less than \$ 29.35 per month, inclusive of interest, the first installment to be paid on the 1st day of November 1966, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid. Provided, however, any unpaid balance shall be paid within 5 years from date hereof. Any part or all may be prepaid at any time.

as tenants in common Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or to the United California Bank at Dorris, California;

Quesonk 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. That vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind hereafter becoming due,

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 immediately.

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 and shall deliver said deed to vendees at such time as the purchase price and interest herein shall have been paid in full. At that time vendors shall furnish vendees title insurance clear of incumbrances except those herein set forth.

which vendors reserve with incumbrances set forth in the declaration of conditions and restrictions recorded in Vol. M66, Page 7318, Klamath County Deed Records, and the plat and dedication of said subdivision, and the easements and rights of way of record and apparent on the land, and the taxes for fiscal year commencing July 1, 1966, and the non-exclusive easement for walkway purposes and boat docking over and on the strip of land lying between said Lot and Williamson River.

~~Endorsement shall be made and check the first payment made to the order of the vendee~~
~~XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX XXXXXX~~

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee 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.

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.

Walter Cranford
W. Cranford
 ut. *Walter Cranford*
 Star Rt. Box 9
 Schiltgen, Ore

STATE OF CALIFORNIA)
 COUNTY OF SANTA CLARA)

31A *Richard W. De Rosier*
Elizabeth De Rosier
 On OCTOBER 17, 1966, before me, a Notary Public, in and for said County and State, personally appeared RICHARD W. DE ROSIER and ELIZABETH DE ROSIER,

known to me to be the person S whose name S are subscribed to the within instrument and acknowledged to me that T he y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of SANTA CLARA the day and year in this certificate first above written.

James L. G.
 Notary Public in and for Said County and State
 My Commission Expires June 15, 1967

11244

STATE OF OREGON,

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

County of Klamath

ss.

BE IT REMEMBERED, That on this 24 day of October, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Wade Crawford and Ida M. Crawford, husband and wife,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they 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.

Mary H. Sutton

Notary Public for Oregon.

My Commission expires 12-16-68

STATE OF OREGON, COUNTY OF KLAMATH, ss:

Filed for record at request of Wade Crawford

this 24 day of Oct.

A.D. 1966 at 4:06 P.M., and

duly recorded in Vol. M-66, of Deeds

on Page 11242

Fee \$4.50

DOROTHY ROGERS, County Clerk

By Jane Neal

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