

100-45

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THIS AGREEMENT made this 6th day of December 1965by and between William R. and Mildred E. Bieby
hereinafter called vendors, andSt. Col. William R. and Mildred E. Bieby
hereinafter called the vendee, (it being understood that in this agreement the singular shall include the plural and the plural the singular and that the masculine shall include the feminine and neuter as the circumstances require.)WITNESSETH:

Vendors agree to sell to the vendee and the vendee agrees to buy from the vendors the real property in Klamath County, Oregon, described as:

Beginning at a point, marked by an iron pin, located South 12° 07' East a distance of 225.6 feet from the Northwest corner of Lot 1 of Farriner Park in Section 3, Township 36 South Range 6 East of the Willamette Meridian, Klamath County, Oregon. Thence South 10° 15' East 75.0 feet to an iron pin that marks the Northeast corner of a lot deeded to Robert A. Scott; thence South 80° 46' West 91.0 feet on the north boundary of last said lot to the North west corner thereof; thence north 20° 46' West 51.53 feet; thence North 80° 46' East 15.30 feet; thence North 20° 46' West 25.0 feet; thence North 80° 46' East 98.69 feet to the place of beginning.

SUBJECT TO: Agreements concerning the operation of dam and control of water levels of Upper Klamath Lake; Easements; Rights of Way, Reservations and building and use restrictions of record and those apparent on the land, if any, and to taxes now a lien but not yet payable, if any,

at and for a price of \$ 3800.⁰⁰payable as follows, to wit: 50.⁰⁰ rec'd 9/19/65
450.⁰⁰ due in Dec. of 1965. Bal. of \$ 300.⁰⁰ paid in
upon execution of this agreement and the Jan. of 1966
balance of \$ 2800.⁰⁰with interest thereon at the rate of 6% per annum from date of this agreement payable in installments of not less than \$ 40.⁰⁰ per month, including interest; the first installment to be paid on the 1st day of February, 1966, and a further installment on the 1st day of each month thereafter until the full balance and interest are paid.

Vendee covenants and agrees to make said payments promptly on the dates above named to the order of the vendor; to keep said premises at all times in as good condition as the same now are; that no improvements now on or which may hereafter be placed on said premises 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 delinquent all taxes, assessments, liens and incumbrances of whatsoever nature and kind and agrees not to suffer or permit any part of said premises to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the vendors in and to said property; that so long as this agreement remains unpaid or unperformed he will not sell or assign this contract or sell or agree to sell said

premises without first obtaining the written consent of vendors thereto, provided, however, that vendors do hereby agree to furnish such consent upon delivery to them of a duly executed original copy of the assignment of this contract in form satisfactory to them and sufficient to transfer all of vendee's right, title and interest in and to this agreement and the property covered thereby to assignee, together with the covenant of the assignee that he will assume, pay and perform and observe this agreement and each and every provision thereof.

Vendee further covenants and agrees as follows:

1. That he will not suffer or permit any unlawful, unsightly or offensive use to be made of said premises nor will he suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood;
2. That he will use said premises solely as a residential or summer home site;
3. That said premises shall never be subdivided nor shall any less portion than the whole thereof ever be sold, leased or conveyed, and that no building except one summer home or residence and the usual and necessary outbuildings incidental thereto shall ever be erected thereon.

5. That no building shall ever be erected within 10 feet of any exterior property line (it being understood and agreed that if vendee is purchasing two or more adjoining lots he may construct on or within 10 feet of his interior lot lines).

5. That the foregoing covenants are appurtenant to, and for the benefit of, each and every other lot, part or parcel of land in said _____ and shall forever run with the land and shall bind the premises herein sold for the benefit of each and every other lot, part or parcel of land in said Addition, and that these covenants shall be incorporated in each and every deed hereafter executed for the purpose of conveying these premises.

Vendors covenant and agree that upon full and faithful performance of this agreement by vendee that they will make and execute in favor of vendee a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of the date of this agreement of all incumbrances except those above set forth which vendee assumes and will deliver the same to vendee together with the owner's title insurance policy insuring vendee's title in penal sum equal to the purchase price herein set forth upon demand.

PROVIDED, FURTHER, that time shall be of the essence of this agreement and if the vendee shall fail, refuse or neglect for a period of 60 days, to pay either or any of said installments or any of said interest, promptly 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 to determine, and the property herein described shall revert to and revest in the vendor without any declaration of forfeiture or act of reentry, or without any other act by the vendors 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 premises as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the vendors under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the vendors as the accrued and reasonable rent of said premises from

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this date to the time of such forfeiture and the liquidated damages to the vendors for the vendee's failure to complete this contract, and in case suit or action is commenced to foreclose this contract the vendee shall pay a reasonable sum to be determined by the Court for a foreclosure report on said premises, and in case suit or action is taken to enforce any provision of this agreement and/or to foreclose the same 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.

Provided, however, that vendee shall have the right to prepay at any time, and any such prepayment shall apply on the next succeeding installment or installments becoming due on this agreement, and this agreement shall not be in default for nonpayment at any time that the total payments made hereunder equal or are in excess of the payments becoming due according to the terms of this contract.

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 and the seals of the parties the day and year first herein written.

William K. Johnson (SEAL)

Walter M. Johnson (SEAL)
Vendors

William B. Biel (SEAL)

Michael E. Biel (SEAL)
Vendee

Vendee's Address:

Lt. Col. William B. Biel
3263 Ridge Drive
Duke A. P. B. California

Telephone No. 916-788-0213

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Lt. Col. Herberg
this 25th day of October, 1966 at 2:55 P.M., and
duly recorded in Vol. 446, of Miscellaneous 11272.

4/20 p.d. By Salmon
DONALD ROGERS, County Clerk

Col. Herberg - 6632 S.E. 85th St.
Still Call Portland, Oregon
Friday Afternoon
if doesn't call mail