

67-888 WAP

15842

5768

This Agreement, made and entered into this 21st day of July, 1967, by and between CECIL GREEN and DORIS GREEN, husband and wife, hereinafter called the vendor, and P.K. Puckett, a married man,

hereinafter called the vendee, (it being understood that the singular shall include the plural if there are two or more vendors and/or vendees);

WITNESSETH that the 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 8, Block 11; Lots 7, 8, 9, 10, 11 and 12 in Block 14; Lots 1, 2, 3, 4, 5 and 6 in Block 15; Lot 6 in Block 16; Lots 1, 2, 3 and 4 in Block 19, IRVINGTON HEIGHTS ADDITION to the City of Klamath Falls.

ALSO Lots 1, 4, 5, 6, 7, 8 and 9 in Block 14 MOUNTAIN VIEW, to the City of Klamath Falls and Lots 4 and 5, Block 17, NOB HILL to the City of Klamath Falls.

SUBJECT TO: 1967-68 real property taxes and Street Improvement Lien # 190 in the amount of \$65.50 affecting Lot 7, Block 14, MOUNTAIN VIEW; \$78.60 affecting Lot 8, Block 14, MOUNTAIN VIEW and \$91.71 affecting Lot 9, Block 14, MOUNTAIN VIEW, which Vendee herein assumes and agrees to pay and hold Vendors harmless therefrom.

at and for a price of \$3,250.00 payable as follows: to-wit: \$ 500.00 at the time of the

execution of this agreement, the receipt of which is hereby acknowledged, \$2,750.00 with interest at the rate of 6 % per annum from the date hereof payable in installments of not less than \$50.00 per month inclusive of interest, the first installment to be paid on the 1st day of September 1967, and a further installment on the 1st day of every month thereafter until full balance and interest are paid.

and the 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 National Bank of Oregon, Klamath Falls Branch, and the vendee agrees 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 fire in a sum not less than \$ with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held and seasonably and before the same shall become delinquent all taxes, assessments, liens and incumbrances of whatever nature and kind, and in the event Vendee shall fail to pay any of said liens, costs, charges, assessments, taxes, encumbrances, or 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.

Vendee 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 upon the execution hereof. 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.

Vendee

42

5769

which vendee assumes and will place said deed
 jointly and severally with said vendors, to the
 First National Bank of Oregon, Klamath Falls Branch

together with one of these agreements in escrow at the First National Bank of Oregon, Klamath Falls Branch at Klamath Falls, Oregon; hereby 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 sell, 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.

The Vendee further agrees that failure 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 breach of any provision be held to be a waiver of any such provision or as a waiver of the provision itself, or of any succeeding breach of any provision.

IN WITNESS WHEREOF, the said Vendors have hereunto set their hands and seals at Klamath Falls, Oregon, this 1st day of May, 1934.

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

PROVIDED FURTHER, time shall be of the essence of this agreement and if the vendee shall fail, refuse or neglect, for a period of 30 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 and determine, and the property herein described shall revert to and re-vest 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 heretofore paid to the vendor under this contract shall thereupon be forfeited without process of law and shall be retained 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 to vendor 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.

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.

Return to
 From the office of
 P. K. Puckett,
 Attorney at Law,
 First Federal Bldg.,
 Klamath Falls, Oregon

Vendors: Cecil Jones
 Louis Green
 Vendee: O. K. Fowler

STATE OF OREGON,

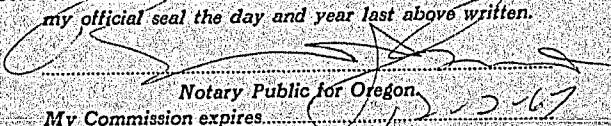
County of KLAMATH

5760
FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 21 day of JULY, 1967,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named CECIL GREEN AND DONIS GREEN,
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.


Notary Public for Oregon

My Commission expires 7/2/67

STATE OF OREGON,
County of Klamath

5760

Filed for record at request of:

Oregon Title Insurance

on this 27 day of July, A. D. 1967

at 3:14 P. M., and duly

recorded in Vol. M-67 of Deeds

Page 5758

44
DONALD R. GENS, County Clerk

Fee 4.50

By Genevieve J. [Signature]