THIS AGREEMENT, Made and entered into this 10th day of November, 1967, by and between Ruby A. White, a widow, hereinafter called Vendor, and Don E. Johnson and Muriel A. Johnson, husband and wife, hereinafter called vendees,

WITNESSETH:

Vendor agrees to sell to Vendees, and vendees agree to buy from vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

The SE¼NE¼ and E½SE¼ of Section 33 and the Westerly 467 feet of the SW¼ of Section 34, Township 39 South, Range 9 East of the Willamette Meridian; LESS that portion conveyed to Donald Edward Johnson and Muriel Annetta Johnson, husband and wife, by instruments recorded in Books 231 and 243 at pages 73 and 374, respectively, of the Klamath County, Oregon, Deed Records; and LESS those portions conveyed to the U. S. A. by instruments recorded in Books 37 and 38 on pages 432 and 83, respectively, of Klamath County, Oregon, Deed Records.

and ALSO a parcel of land situated in the NW¼SW¼ of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, as follows: Beginning at the West quarter corner of said Section, Township and Range; thence East 30 feet; thence South 0°10' 54.6" East 367.16 feet to the beginning of a curve, thence Northwesterly along the arc of a 6°19' curve to the left 103.19 feet to a point of tangency of said curve; thence North 6°35'24" West 168.84 feet to the beginning curve of a 6°38' curve to the right; thence along the arc of said curve 96.51 feet to the point of tangency, which is the point of beginning.

EXCEPTING a tract of land situated in the SW¼ of Section 34, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at an iron pin on the Northeast corner of that land deeded to Don Johnson and on the Westerly line of that land deeded to the United States of America for Air Force Housing, said point being North 89°54'58.3" East a distance of 467.44 feet and North 0°10'54.6" West a distance of 1181.6 feet from the Southwest corner of said Section 34; thence South 89°54'58.3"

West parallel with the South line of said Section 34 a distance of 437.0 feet to an iron pin located Easterly a distance of 30.0 feet from the West line of said Section 34; thence North 0°10'54.6" West parallel with and 30.0 feet Easterly from the West line of said Section 34 a distance of 797.44 feet to an iron pin; thence North 89° 54'58.3" East parallel with the South line of said Section 34 a distance of 437.0 feet to an iron pin on the Westerly line of that land deeded to the United States of America; thence South 0°10'54.6" East along said line and parallel with the West line of said Section 34 a distance of 797.44 feet, more or less, to the point of beginning.

The above tract of land to be together with and including a permanent right-of-way easement for road purposes, said easement to be 60 feet in width, 30 feet each side and at right angles to the West line of said Section 34, centerline of said easement beginning at a point on the North boundary of the County Road, said point being North 0°10' 54.6" West a distance of 30.0 feet from the Southwest corner of said Section 34 and running thence North 0°10'54.6" West along the West boundary of said Section 34 a distance of 2249.04 feet to a point 30 feet Westerly of the Northwest corner of the above described tract of land.

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ALSO EXCEPTING a 60 foot strip of land situated in the E½SE¼ of Section 33, and the W½SW¼ of Section 34, all in Township 39 South, Range 9 East of the Willamette Meridian, said strip of land being 30 feet each side of and measured at right angles to the following described centerline: Beginning at a point on the north boundary of the existing County Road, said point being South 89°54'58.3" West a distance of 290.88 feet and North 0°10'54.6" West a distance of 30.0 feet from the Southwest corner of said Section 34; thence North 0° 10'54.6" West parallel to the West line of said Section 34 a distance of 1110.10 feet to the P C of a ten degree curve to the right (central angle of said curve is 36°38'); thence along the arc of said curve a distance of 366.33 feet to the P T of said curve; thence North 36°27' 05.4" East a distance of 108.78 feet to the P C of a ten degree curve to the left (central angle of said curve is 36°38'); thence along the arc of said curve a distance of 366.33 feet to the P T of said curve, said point being on the west line of said Section 34; thence North 0°10'54.6" West along the west line of Section 34 a distance of 1434.95 feet, more or less, to the west quarter corner of said Section 34.

AND ALSO EXCEPTING: Commencing at a point on the South line of Section 34, Township 39 South, Range 9 East of the Willamette Meridian which point is Easterly 320 feet from the Southwest corner of said Section 34; running thence Westerly along said South section line and the South line of Section 33 in said Township and Range a distance of 320.8 feet, more or less, to the East line of a county road extended southerly; thence Northerly along said extended line and the Easterly line of the county road a distance of 375 feet to a point; thence Easterly and parallel with the said South section lines a distance of 320.8 feet to the west line of Parcel 3 described in deed from grantors to grantees recorded in Book 265 at page 302 of Klamath County Deed Records; thence southerly and along said westerly line of said last mentioned parcel a distance of 375 feet to the point of beginning.

at and for a price of $18,000.00, payable as follows, to-wit: $5740.12 by assumption of mortgage to Federal Land Bank of Spokane, which vendees will pay as same becomes due, that being unpaid amount as of January 1, 1968, after vendor pays installment then becoming due; $12,259.88 with interest at the rate of 5% per annum from January 1, 1968, payable in installments as follows: $75.00 January 1, 1968 and $75.00 on the first day of every month thereafter to and including December, 1970; $110.00 January 1, 1971 and $110.00 on the first day of every month thereafter to and including December, 1975; $135.00 January 1, 1976 and $135.00 on the first day of every month thereafter until fully paid. Said payments shall be inclusive of the accruing interest. Any part or all may be prepaid at any time.

Vendees agree to make said payments promptly on the dates above named to the order of vendor at First Federal Savings and Loan Association of Klamath Falls at Klamath Falls, Oregon; to keep said property at all times in as good

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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 vendees 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, it being agreed that Vendor shall pay the first half of taxes and assessments for the current fiscal year, and agree not to permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrance whatsoever having precedence over the rights of vendor in and to said property. Vendees shall be entitled to the possession of said property January 1, 1968.

Vendor will, on the execution hereof, make and execute in favor of vendees 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 contract and/or lien for irrigation and/or drainage; easements and rights of way of record and those apparent on the land, and the mortgage above described, which vendees assume, and will place said deed, together with one of these agreements in escrow at First Federal Savings and Loan Association of Klamath Falls at Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendees shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendees, but that in case of default by vendees said escrow holder shall, on demand, surrender said instruments to vendor.

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

But in case vendees 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

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STATE OF OREGON )
) SS
County of Klamath )

Dec 11

~~November 10,~~ 1967

Personally appeared the above named Ruby A. White, a widow, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Notary Public for Oregon

My Commission expires Nov.20,~~1967~~ 1971

STATE OF OREGON, County of Klamath } ss
Filed for record at request of
Don E. Johnson
on this 11 day of December A. D. 19 67
at 11:15 o'clock A M. and duly
recorded in Vol. M-67 of Deeds
Page 9610.
DOROTHY ROGERS, County Clerk
By Doris Hale Deputy
Fee 7:50

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