

THIS CONTRACT, Made the 12th day of August, 1968, between
VEDA DIXON, and unmarried widow,
of the County of Klamath and State of Oregon, hereinafter called
the first party, and FLOYD A. HOYEZ and BEATRICE B. HOYEZ
of Klamath and State of Oregon, hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made
as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-
ing described real estate, situate in the County of Klamath, State of Oregon, to-wit:

Lot 3, Block 6, North Bly, according to the duly
recorded plat of said townsite on file in the office
of the County Clerk of Klamath County, Oregon.

TWO THOUSAND FIVE HUNDRED - - - - - Dollars (\$2500.00)
for the sum of ONE THOUSAND - - - - - Dollars (\$1000.00)
on account of which is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-
mainder to be paid to the order of the first party with interest at the rate of NO per cent per annum from
N/A, 19, on the dates and in amounts as follows:

The sum of Seventy-Five Dollars (\$75.00) on the 15th day of September
1968, and a like sum of Seventy-Five Dollars (\$75.00) on the 15th
day of each and every month thereafter until the entire unpaid
balance of One Thousand Five Hundred (\$1500.00) Dollars has been
paid.

It is understood and agreed that purchasers take the
premises in the condition they now are at the date of this Contract
and will assume all expenses of this sale including the purchase
of their own title insurance policy.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in
consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments here-
after lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep
all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended
coverage) in an amount not less than \$2500.00 Dollars in a company or com-
panies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as first party's
interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.
All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described
premises.

The first party agrees that at his expense and within days from the date hereof, he will furnish unto second party a
title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party
on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and
covenants now of record, if any. First party also agrees that when said purchase price is fully paid and upon request and upon sur-
render of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his
heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed,
permitted or arising by, through or under first party, excepting, however, the said easements and restrictions and the taxes, municipal
liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the
second party or his assigns.

But in case the second party 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 per-
formance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this
contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and
payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then
existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall
revert and re-vest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be
performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as abso-
lutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees
to pay such sum as the court may adjudge reasonable for plaintiff's attorney's fees in said suit or action.

The second party further agrees that failure by the first party at any time to require performance by the second party of any
provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party 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 the first party or the second party 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 corpora-
tions and to individuals.

IN WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day and
year first above written.

x Veda Dixon (SEAL)

x Floyd A. Hoyez (SEAL)

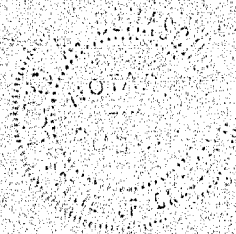
x Beatrice B. Hoyez (SEAL)

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STATE OF OREGON)
County of Klamath) ss.

On this 14th day of August, 1968, before me, the undersigned, a notary public in and for said county and state, personally appeared the within named FLOYD A. HOYEZ and BEATRICE M. HOYEZ, husband and wife, known to me to be the identical individuals 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.



[Signature]
Notary Public for Oregon
My Commission Expires 1-31-69

STATE OF OREGON, } ss
County of Klamath }

Filed for record at request of

V. G. Van Bergen

On this 9th day of Sept. A.D. 19 68

at 12:26 o'clock P.M. and duly

recorded in Vol. M-68 of Deeds

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DOROTHY ROGERS, County Clerk

By *[Signature]* Deputy

Fee \$4.50