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This Agreement, made and entered into this 1st day of October, 1968, by and between Alice Dixon, a widow,

hereinafter called the vendor, and Medford D. Abbott and Mariwyn B. Abbott, husband and wife, hereinafter called the vendee,

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 situated in Klamath County, State of Oregon, to-wit:

All that portion of SE 1/4 SW 1/4 of Sec. 1, Twp. 39 S. R. 9 E. W. M., more particularly described as follows:

Beginning at a point which lies North 89°06' East a distance of 30 feet and South 0°54' East along the East right of way line of Patterson Street a distance of 800 feet from the iron pin which marks the northwest corner of the SE 1/4 SW 1/4 of said Sec. 1; thence North 89°06' East 210 feet to the true point of beginning; thence continuing North 89°06' East 105 feet to a point; thence South 0°54' East, 200 feet to the North line of that certain parcel of land deeded to Klamath County in Vol. 272, page 551 of Deed Records, Klamath County, Oregon; thence South 89°06' West along said North line a distance of 105 feet to a point; thence North 0°54' West 200 feet to the true point of beginning;

Subject to taxes for fiscal year commencing July 1, 1968, and to acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder; Liens and assessments of Klamath Project and Enterprise Irrigation District; and regulations, contracts, easements and water and irrigation rights in connection therewith,

at and for a price of \$ 16,000.00, payable, as follows, to-wit: \$4000.00 with interest at the rate of 7% per annum on or before February 1, 1969;

and \$1000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 11,000.00 with interest at the rate of 5% per annum from October 4, 1968, payable in installments of not less than \$ 100.00 per month inclusive of interest, the first installment to be paid on the 4th day of November 1968 and a further installment on the 4th day of every month thereafter until the full balance and interest are paid. Any part or all may be prepaid at any installment payment date.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~at the~~ First Federal Savings and Loan Association of Klamath Falls,

Oregon; 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 the unpaid balance hereunder with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee 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.

and agree not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property October 4, 1968.

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 those above set forth,

which vendee assumes, and will place said deed, with purchasers' title insurance policy, and

together with one of these agreements in escrow at the First Federal Savings and Loan Association of Klamath Falls,

at Klamath Falls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendee 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 vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

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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.

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 reveal 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 such 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.

Vendees shall pay current taxes when they become payable on or before November 15, 1968. Vendor shall, on request, repay to vendees the portion of said taxes representing July, August and September 1968. Prepaid insurance shall be prorated as of date hereof.

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

Alice Dixon
Medford D. Abbott
Mariwyn B. Abbott

STATE OF OREGON)
County of Klamath) SS

Personally appeared the above named Alice Dixon, a widow, and Medford D. Abbott and Mariwyn B. Abbott, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Charles J. Gentry
Notary Public for Oregon
My Commission expires Nov. 20, 1971

Return to:
M.D. Abbott
6235 Maryland Ave
City

From the office of
Ganong, Ganong & Gordon
Attorneys at Law
First Federal Bldg.
Klamath Falls, Ore.

STATE OF OREGON, COUNTY OF KLAMATH, ss.
Filed for record at request of Medford D. Abbott
this 4th day of October A.D. 1968 at 11:55 clock A.M., and
only recorded in Vol. M-68, of Deeds on Page 9020

BOBETHY ROGERS, County Clerk
By *Alma L. Rogers*
Fee: \$3.00