

This Agreement made and entered into this 12th day of July 1968 by and between
WILSON C. SALATYRE and MARGARET SALATYRE, husband and wife,

hereinafter called the vendor, and **MARK C. STEWARD and MARY HELEN STEWARD, husband and wife,**
 hereinafter called the vendee.

Witnesseth that the vendor and vendee have agreed to sell to the vendee and the vendee agrees to buy from the vendor of the following described property situated in Klamath County, State of Oregon, to-wit: (hereinafter called the property) and the vendee agrees to pay to the vendor the purchase price of said property in the sum of \$7,700.00.

LOTS 33 AND 34, NEW DEAL TRACTS.

Subject to: Easements and use limitations under provisions of the United States Reclamation and regulations issued thereunder; Contract and/or lien for irrigation and/or drainage; Easements and rights of way of record and those apparent on the land, if any; Rules, regulations, liens and assessments of South Suburban Sanitary District;

and for a price of \$ 7,700.00 payable as follows, to-wit: \$ 550.00 at the time of the execution of this agreement, the balance of \$ 7,150.00 with interest at the rate of 6 % per annum from June 22, 1968, payable in installments of not less than \$ 25.00 per month inclusive of interest, the first installment to be paid on the 1st day of July 1968 and a further installment on the 1st day of every month thereafter until the full balance and interest are paid.

Said payments include principal, interest, taxes and insurance premiums, and it is understood that during the term of this contract vendee will pay said taxes and insurance premiums as the same come due, and when presented with evidence of such payments the vendor will accept the same and the vendee shall be relieved of the unpaid balance of this contract and be secured thereby.

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 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 shall be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$ INSURABLE VALUE with loss payable to the parties or their respective interests may appear, said policy or policies of insurance to be held by vendee, copy to 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 agrees not to suffer or permit any part of said property to become subject to any liens, 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 June 22, 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 of all liens, charges or incumbrances whatsoever.

which vendee assumes and will place said deed and purchasers' policy of title insurance in sum of \$7,700.00 covering said property, to-wit: First Federal Savings and Loan Association of 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 vendee shall pay 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.

Witness my hand and seal of office this 12th day of July 1968.

Notary Public for the State of Oregon.

Witness my hand and seal of office this 12th day of July 1968.

Notary Public for the State of Oregon.

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Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct and is 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 revert in vendor without any declaration of forfeiture or fact of reversion, 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 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 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.

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

STATE OF OREGON, County of Clatsop, ss. I, the undersigned, Clerk of said County, do hereby certify that the foregoing is a true and correct copy of the original of the within instrument as the same appears from the records of said County.

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

Filed for record at request of

Blue Ribbon Decorators & Canvasers

at 1:22 o'clock p.m. and do

recorded in Vol. 169 of the index to the records of said County, on this 21st day of January, A.D. 1959.

Page 580 and 581.

Wm D. MILNE, County Clerk

By *Opthm. Miller* Deputy

Fee \$3.00

1610 1/2 N. 1st St. Astoria, Ore.

From the office of the County Clerk, Clatsop County, Oregon, this 21st day of January, 1959.

County of Clatsop, Oregon.

1610 1/2 N. 1st St. Astoria, Ore.

Clatsop County, Oregon.

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