

This Agreement, made and entered into this 26 day of March, 1969, by and between CLYDE W. WOOTEN and GLORIA P. WOOTEN, husband and wife, hereinafter called Seller, and JOHN R. MCBRIDE and JOYCE MCBRIDE, husband and wife, hereinafter called Buyer, it being understood that the singular shall include the plural if there are two or more sellers and/or buyers.

WITNESSETH

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller all of the following described property, situated in Klamath County, State of Oregon, to-wit:

REAL PROPERTY: Lots 1 and 2, Block 5, in the Town of Bonanza, according to the duly recorded supplemental plat thereof on file in Klamath County, Oregon, SAVING & EXCEPTING the Westerly 10 feet of the above described property, SUBJECT TO: All future real property taxes and assessments and easements and rights of way of record, and those apparent on the land.

PERSONAL PROPERTY: Set forth on Exhibit "A" attached hereto.

The purchase price thereof shall be the sum of \$13,500.00 payable as follows: \$1,000.00 upon the execution hereof, the balance of \$12,500.00 shall be paid in monthly installments of \$150.00 including interest at the rate of 5% per annum on the unpaid balance, the first such installment to be paid on the 10th day of May, 1969, and a further and like installment to be paid on or before the 10th day of every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

It is mutually agreed as follows:

1. Interest as aforesaid shall commence from 3/15/69. Buyer shall be entitled to possession of the property as of 3/15/69.

2. After 1/1/70 (which is 19 months after the date of payment of the first installment), Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment. Buyer shall not be bound to exercise this privilege and may, at any time, elect to pay the balance in full. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens and encumbrances of whatsoever kind affecting said property after this date. If Buyer fails to do so, Seller may, at any time, add such amount to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and in such event or events, the escrow holder is hereby directed and authorized to so add such amount to the contract balance upon being tendered a proper receipt therefor. If Buyer fails to do so, Seller may, at any time, add such amount to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and in such event or events, the escrow holder is hereby directed and authorized to so add such amount to the contract balance upon being tendered a proper receipt therefor.

4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected. If any, all, or their interests appear at the time of loss, all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession, in full and to the extent of the loss, and Buyer shall be bound to pay the same to the parties hereto and the interests herein reflected.

5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not commit or suffer any waste of the property or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller.

6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, and will place said deed and a Purchaser's Policy of Title Insurance, together with one of these agreements in escrow at First Federal Savings & Loan Association, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed and policy of title insurance to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller.

7. Buyer shall not assign, sell, transfer, lease or in any way dispose of, or set over, any of his right, title or interest in said property or hereunder without first obtaining the written consent of Seller to so do; provided, however, that Sellers shall not unreasonably withhold such consent except for good cause.