

69-236 70578 VOL 162 PAGE 2366
This Agreement, made and entered into this 14th day of March, 1969, by and between
JOHN M. KEMPER and ELINOR L. KEMPER, husband and wife,
hereinafter called the vendor, and
ROBERT G. JOHNSON and PATRICIA JOHNSON, husband and wife,
hereinafter called the vendee,
WITNESSETH
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:
The E 1/4 of Section 12, Township 36 South, Range 12 East of the Willamette Meridian.
ALL of Section 7; Lots 3 and 4, E 1/4 SW 1/4, SE 1/4 of Section 8; N 1/4, W 1/4, S 1/4 of Section
17, Township 36 South, Range 13 East of the Willamette Meridian.
SUBJECT TO: Recitals as disclosed by deed from United States of America to Rachel R.
Tupper, et al, recorded August 10, 1959, in Deed Volume 314 at page 656, Records of
Klamath County, Oregon; Rights of the public in and to any portion of said premises
lying within the limits of roads and highways; Easement, created by instrument, in-
cluding the terms and provisions thereof, dated Nov. 5, 1965, recorded Nov. 23, 1965,
in M-65 at page 4000, Deed Records, in favor of United States of America for transmission
line and access road easement over Section 7, Twp. 36 S., R. 13, E.W.M.; Easement,
created by instrument, including the terms and provisions thereof, dated Mar. 26, 1966,
recorded April 21, 1966, in M-66 at page 3555, Deed Records, in favor of Portland Gen-
eral Electric Co., for electric transmission line easement over Sec. 7, Twp. 36 S., R.
13, E.W.M.;
at and for a price of \$ 95,000.00, payable as follows: twenty percent (\$ 19,000.00) at the time of the execution
of this agreement, the receipt of which is hereby acknowledged; \$ 85,500.00, with interest at the rate of 7 1/2%
per annum from April 1, 1969.
as follows: \$4,275.00, plus interest, on October 1, 1969; \$4,275.00, plus
interest, on April 1, 1970; and \$4,275.00, plus interest, on the 1st day of each
October and April thereafter until the full balance and interest are paid. Any
part or all may be prepaid without penalty.
Vendor agrees to make said payments promptly on the dates above named to the order of the vendor, or the
survivors of them, at the United States National Bank of Oregon, at Chiloquin,
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 \$ insurable value with loss payable to the parties as their respective interests may appear, said
policy or policies of insurance to be held by vendors, copy to vendee, that vendors 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 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 April 1, 1969.
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 as above set
forth,
which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum
of \$95,000.00 covering said real property,
together with one of these agreements in escrow at the United States National Bank of Oregon, at
Chiloquin,
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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that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not
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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.

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 revest 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.

Release Clause as Set Below.

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

Elvira Kemper
Robert C. Jones
Patricia M. Johnson

Vendors agree to release from the lien of this agreement 40-acre parcels upon payment of same as follows:

- (a) At the rate of \$50.00 per acre for land in E $\frac{1}{2}$ of Sec. 12, Twp. 36 S., R. 12, E.W.M. and $\frac{1}{4}$ of Section 7, Twp. 36 S., R. 13, E.W.M.
- (b) At the rate of \$75.00 per acre for balance of land.

Vendee may select the parcels to be released, EXCEPT S $\frac{1}{2}$ SW $\frac{1}{4}$ of Section 17, Twp. 36 S., R. 13, E.W.M. will be the last parcel released.

The payments for the release are to be in addition to the semi-annual payments provided in this contract and shall not alter the amount of said semi-annual payments. The release to be a Bargain & Sale Deed, and all costs of and for the release to be paid by Vendee.

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

9
Ret. My & Mrs. Kemper
18436 New Home Blvd
Lawrence, Calif 94044

TO 447 C
(Individual)

2368 (TI)

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES } SS.

On APRIL 26, 1969 before me, the undersigned, a Notary Public in and for said State, personally appeared
JOHN M. KENNEDY and ELIZABETH T. KENNEDY

to be the person ss whose name ss subscribed to the within instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature ss

STATE OF OREGON
County of Klamath
Filed for record at request of
TRANSAMERICA TITLE INS. CO.
on this 2nd day of APRIL A.D. 1969
at 11:39 o'clock A. and d.
recorded in Vol. M-69 of DEEDS
Page 2366
Wm D. MILNE, County Clerk
By John M. Kennedy Deputy
Fee \$1.50 10

NOTARY PUBLIC
DETTY J. GUNNAN
COUNTY OF LOS ANGELES
My Commission Expires Mar., 29, 1972

(This area for official notarial seal)