

This Agreement, made and entered into this 15th day of April, 1969, by and between

John A. Raffetto and Carmel C. Raffetto, husband and wife,

hereinafter called the vendor, and

Edwin L. Kurth and Marlene A. Kurth, husband and wife,

hereinafter called the vendee, do hereby certify that they have read and understand the contents of this Agreement and the terms and conditions hereof, and that they have entered into this Agreement voluntarily and without any fraud, duress, or coercion, and that they have entered into this Agreement for the purposes and consideration herein stated.

WITNESSETH that the above named parties have signed and sealed this Agreement in the presence of the undersigned witnesses, who are duly qualified to act as witnesses in and to this Agreement, and that they have entered into this Agreement for the purposes and consideration herein stated.

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:

Lots 8 and 9, and a portion of Lot 10 in Block 6 of Canal Addition to the City of Klamath Falls, Oregon, more particularly described as follows: Beginning at the most southerly corner of said Lot 8, thence easterly along the southerly line of Lots 8, 9 and 10, a distance of 71.2 feet to the southwest corner of that certain parcel of land conveyed by Martha A. Barron to Carl Michelson at ux, by deed recorded on page 417 of Vol. 178 of Deed Records of Klamath County, Oregon, thence in a northwesterly direction, along the westerly line of said parcel, a distance of 94.67 feet, more or less, to a point on the northwesterly line of said Lot 10, which is distant 99.8 feet easterly along the northerly line of Lots 8, 9 and 10 from the most westerly corner of Lot 8; thence westerly along the said northerly line, 99.8 feet to the most westerly corner of Lot 8, thence southerly along the westerly line of said Lot 8, 95.02 feet to the point of beginning.

together with the furnishings shown on attached inventory marked Exhibit A, now on and to be used by the vendee for the purpose of operating a business, to-wit: a restaurant, at and for a price of \$23,500.00, payable as follows, to-wit:

\$5,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$18,500.00 with interest at the rate of 7% per annum from May 1, 1969, payable in installments of not less than \$135.00 per month inclusive of interest, the first installment to be paid on the 1st day of June 1969, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid. Any part or all may be prepaid on any installment payment date.

The 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 Klamath Falls Branch of United States National Bank of Oregon, at 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 its insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee, with certificate thereof to vendor, and 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 shall defend and hold the vendor harmless from and against all claims, damages, costs and expenses of whatsoever nature and kind, which may be asserted against or incurred by the vendor or the survivors of them, in connection with this Agreement, 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 May 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, and shall defend and hold the vendee harmless from and against all claims, damages, costs and expenses of whatsoever nature and kind, which may be asserted against or incurred by the vendee or the survivors of them, in connection with this Agreement.

which vendee assumes, and will place said deed, together with purchasers' title policy, Bill of Sale for said furniture and Termination Agreement, together with one of these agreements in escrow at the Klamath Falls Branch of United States National Bank of Oregon, 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.

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

John A. Raffetto
Carmel C. Raffetto
Edwin L. Smith
Thurston A. Smith

STATE OF OREGON)
County of Klamath) SS April 8, 1969
Personally appeared the within named John A. Raffetto and Carmel C. Raffetto, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

Notary Public for Oregon
My Commission expires: 11/24/71

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

#913: Kitchen: Electric hot-point, 1 trashburner; clock; 1 metal cigarette stand; 3 rockers; oil heater; 1 dresser; chest of drawers; 1 chair; 1 small stand; 1 portable clothes closet; all curtains and shades; one electric stove; #911: one electric stove; #923: one electric stove; #927: one electric stove; one automatic washer; one automatic dryer (both electric); 1 Electric Power Lawn; 1 hand saw; all losses and garden equipment.

STATE OF OREGON
County of Klamath
Filed for record
11/24/71

Per [Signature]

Exhibit A - Rafetto-Kurth

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#913:

Kitchen: Electric Hotpoint Range; Refrigerator; 1 dinette table, 4 chairs;
trashburner; clock; 1 metal utility table;

Living Room: 3 rockers; oil heating stove; 2 mirrors; 1 telephone stand;
cigaret stand; 1, 9x12 rug;

Bedroom: 1 dresser, chest of drawers, book stand; 1 double bed, springs & mattress;
1 chair; 1 small stand;

Front Porch: 1 portable clothes closet; 1 stand;

Back Porch: 1 fruit stand; 1 chair.
all curtains and shades

#911:

one electric stove;

#323:

One electric Stove;

#327:

one electric stove

Washroom:

one automatic washer;

one automatic dryer (both electric)

1 Electric Power Mower; 1 hand mower; all hoses and garden equipment.

STATE OF OREGON,
County of Klamath

Filed for record at request of

Transamerica Title Ins Co

on this 22nd day of April A. D. 1969

at 3:25 o'clock P. M. and duly

recorded in Vol. 7769 of *Dude*

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Wm D. MILNE, County Clerk

By *Charles K. Hartman* Deputy

Fee 4.50

Ref. Mr. & Mrs. Rafetto
1948 Portland
K. Falls, Ore.

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