VOID 16 9 PAGE 3576

THIS AGREEMENT, made and entered into this 5th day of May, 1969, by and between ROGER R. WEDNER and MURIEL EVONNE WEDNER, husband and wife, and HAROLD D. MALONE and DELPHA I. MALONE, husband and wife, hereinafter called Vendors, and LLOYD D. HOLLAND and LYNNELL HOLLAND, husband and wife, hereinafter called the Vendees,

## WITNESSETH:

Vendors agree to sell to the Vendees, and the Vendees agree to buy from the Vendors, all of the following described property situate in Klemath County, State of Oregon, to-wit:

Beginning at a point which lies N. 89 degrees 42' W. along the section line, 2009.52 feet and S. 0 degrees 18' W. a distance of 20 feet from the iron sxle which marks the quarter section corner common to Sections 7 and 18, Township 38 South, Range 9 E.W.M., continuing S. 0 degrees 18' W. 387.37 feet; thence S. 89 degrees 42' E. parallel with the section line a distance of 447.1 feet; thence S. 2 degrees 32' W. 784 feet, more or less, to a point on the Northeasterly right of way of the Southern Pacific Railroad; thence following said right of way line of the railroad Northwesterly to a point 20 feet South, measured at right angles to the section line between Sections 7 and 18, said township and range; thence S. 89 degrees 42' E. parallel to and 20 feet Southerly from said Section line a distance of 608.3 feet to the place of beginning.

ALSO the following described tract of land:

Beginning at an iron pin which is at the Northwest corner of the NELNWL of Section 18, Township 38 South, Range 9 E.W.M., and which is N. 89 degrees 42' W. a distance of 1320 feet from the quarter corner common to Sections 7 and 18, Township and Range aforesaid, and running thence S. 2 degrees 32' W. a distance of 407.68 feet to a point; thence N. 89 degrees 42' W. a distance of 633.63 feet to a point; thence N. 0 degrees 18' E. a distance of 407.37 feet to a point on the North section line of said Section 18; thence S. 89 dagrees 42' E. a distance of 649.52 feet, to the point of beginning.

EXCEPT That portion conveyed to State of Oregon for Highway by deed recorded in Deed Vol. 135 at page 573, Records of Klamath County, Oregon.

SUBJECT TO: Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder; contract and/or lien for irrigation and/or drainage; conditions, including the terms and provisions thereof as set forth in instrument recorded April 3, 1908 in Deed Vol. 24 at page 50, Records of Klamath County, Oregon, and to rights of public in and to any portion of said property lying within the limits of roads or highways.

This sale includes the Vendors' interest in the personal property on the premises including all animals and portable buildings, except trailer-houses, together with the assumed business name "DEERLAND PARK".

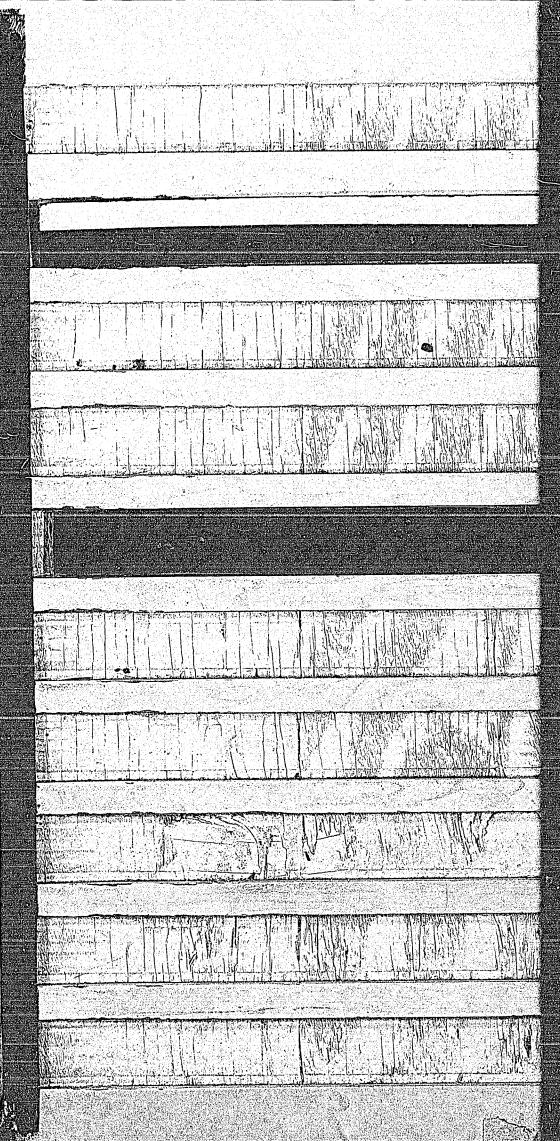
The total purchase price for said property is the sum of \$29,000.00, parable as follows, to-wit: \$10,000.00 at the time of the execution of this agreement, the receipt whereof is hereby acknowledged; \$10,223.69 by the

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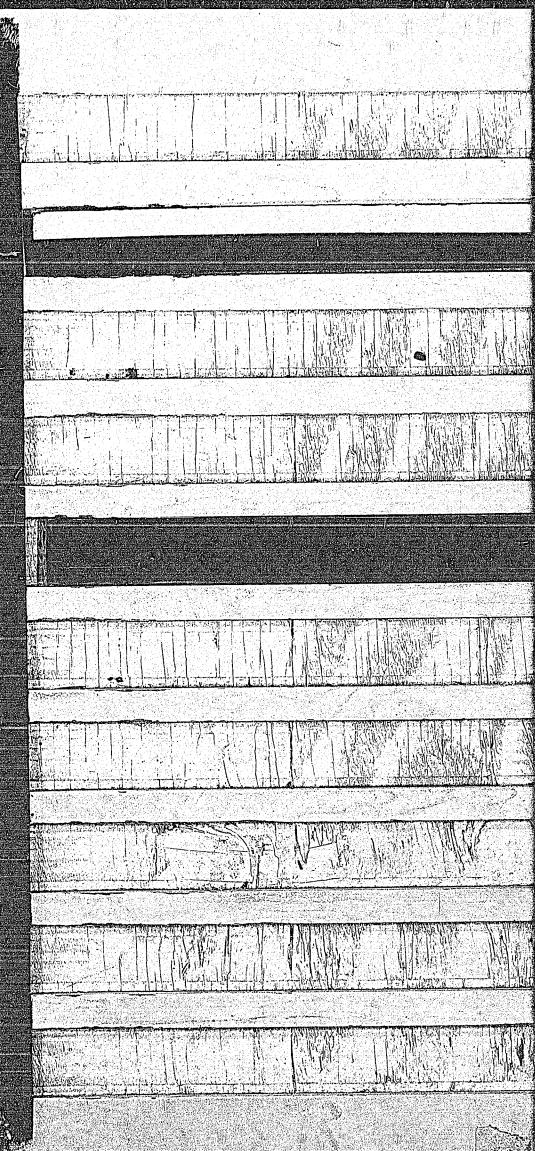
assumption and payment of that certain contract dated September 1, 1964, covering said real property, wherein Robert W. Weaver and Joyce I. Weaver, husband and wife, are sellers, and the Vendors herein are buyers; and the balance of \$8,776.31 with interest at the rate of 67 per annum from May 10, 1969 is payable in installments of not less than \$125.00 per month, inclusive of interest, the first installment to be paid on the lst day of June, 1969, and a further installment on the lst day of each month thereafter until twelve (12) payments have been made. Thereafter, the then remaining balance shall be payable in installments of not less than \$1,000.00 per year, plus said interest the first installment to be paid on the lst day of June, 1971, and a further installment on the lst day of each June thereafter until the full balance and interest are paid.

It is understood that the above mentioned Weaver contract, with deed, is in escrow at the First National Bank of Oregon, Klamath Falls Branch, Klamath Falls, Oregon, and Vendees hereby expressly assume and agree to pay the same in accordance with the terms and conditions thereof and to hold Vendors harmless therefrom, and it is further agreed that a default or breach of said contract and escrow shall constitute a default of this contract.

Vendees agree to pay the payments due Vendors promptly on the dates above named to the order of the Vendors at the Klamath Falls Branch of First National Bank of Oregon; to keep said property at all times in as good condition as the same now are, and 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; that said property will be kept insured in a company or companies approved by Vendors against loss or damage by fire in a sum not less than full insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by proper parties, with copies to Vendors and Vendees; that Vendees shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and encumbrances of whatsoever nature and kind, and agree not to suffer or permit any part of said property to become subject to any taxes, assessments, charges or encumbrances whatsoever

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having precedence over the rights of the Vendors in and to said property.

Vendees shall be entitled to the possession of said property immediately, except for the family dwelling house which Vendors can hold until June 10, 1969 and Vendors agree to remove the trailerhouses from the premises before June 10, 1969, and agree to care for the animals until June 10, 1969.

Vendors will on the execution hereof make and execute in favor of Vendees a good and sufficient warranty deed conveying a fee simple title to said real property free and clear as of this date of all encumbrances whatsoever, except as set forth above which Vendees assume, and an assignment from Vendors to Vendees of the above mentioned Weaver contract dated September 1, 1964 and an amendment to the escrow instructions covering same, and will place said deed, assignment and amendment, together with one of these agreements in escrow at the Klamath Falls Branch of First National Bank of Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, Vendees shall have paid the balance of the purchase price due Vendors in accordance with the terms and conditions of this contract, said escrew holder shall retain this contract and an assignment from Roger R. Wedner and Muriel Evonne Wedner, husband and wife, to Harold D. Malone and Delpha I. Malone, husband and wife, herein-19 after mentioned, and place the other documents in said Weaver escrow dated 20 September 1, 1964, but that in case of default by Vendees said escrow holder shall, on demand, surrender said instruments to Vendors. 22

In the event Vendees 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 Vendors shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid 28 29 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, 30 and in any of such cases, except exercise of the right to specifically enforce 31 this agreement by suit in equity, all of the right and interest hereby created

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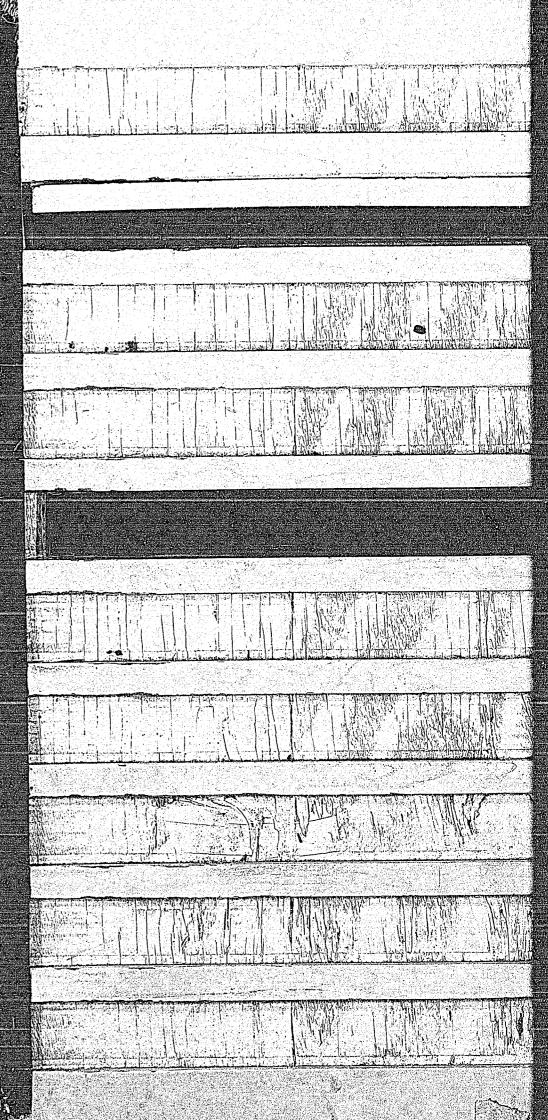
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or then existing in favor of Vendees derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Vendors without any declaration of forfeiture or act of reentry, and without any other act by Vendors to be performed and without any right of Vendees 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 Vendees, while in default, permit the premises to become vacant, Vendors may take possession of same for the purpose of protecting and preserving the property and their security interest therein, and in the event possession is so taken by Vendors, they shall not be deemed to have waived their 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, Vendees agree 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 Vendees further promise to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendees further agree that failure by Vendors at any time to require performance by Vendees of any provision hereof shall in no way affect Vendors' 20 right hereunder to enforce the same, nor shall any waiver by Vendors 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. 23

Roger W. Wedner and Muriel Evonne Wedner, husband and wife, have assigned their interest in this contract to Harold D. Halone and Delpha I. Malone, husband and wife, concurrently herewith, and said Harold D. Malone and Delpha I. Malone, husband and wife, are entitled to the entire unpaid balance of this contract for the reason that Roger R. Wedner and Muriel Evonne Wedner, husband and wife, received their payment for their interest in this contract on closing

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors successors, administrators and assigns.

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358( WITNESS the hands of the parties the day and year first herein written. Harold D malone 12 STATE OF OREGON May 12, 1969 County of Klamath Personally appeared the within named ROGER R. WEDNER and MURIEL EVONNE WEDNER, husband and wife, HAROLD D. MALONE and DELPHA I. MALONE, husband and wife, and LLOYD D. HOLLAND and LYNNELL HOLLAND, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me: My Commission expires: 5-15-72 STATE OF OREGON, County of Klamath Filed for record at request of Transamerica Title Ins. Co. on this 13th day of May A.D. 19 69 Fage 3576

Wm D. WILNE, County Clerk

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