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VOL. 4167 PAGE

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This Agreement, made and entered into this 13th day of June, 1969, by and between Phillip Hogan and Ellen Mae Hogan, his wife; and Fay B. Middleton, formerly Fay B. Hogan, and Toby Middleton, her husband; hereinafter called the vendor, and

Edward B. Putman and Nedra E. Putman, his 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 situate in Klamath County, State of Oregon, to-wit:

Lots 15 and 16, Block 37, BUENA VISTA ADDITION to the City of Klamath Falls, Klamath County, Oregon.

Subject to: Easement created by instrument, including the terms and provisions thereof, dated April 17, 1930, recorded June 12, 1930, in Deed Book 91 at page 353, Deed Records, in favor of the City of Klamath Falls, for a sewer along the Westerly portion of Lot 15; Easement, created by instrument, including the terms and provisions thereof, dated April 17, 1930, recorded September 23, 1930, in Deed Book 93, page 61, Deed Records, in favor of the City of Klamath Falls, for a sewer along the Westerly portion of Lot 15;

at and for a price of \$ 1,200.00, payable as follows, to-wit:

\$ 350.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 850.00 with interest at the rate of 6 1/2 % per annum from July 5, 1969, payable in installments of not less than \$ 35.00 per month, inclusive of interest, the first installment to be paid on the 5th day of July 1969, and a further installment on the 5th day of every month thereafter until the full balance and interest are paid.

Ellen Mae Hogan and Toby Middleton join herein solely for the purpose of divesting their statutory interest in said real property and claim no interest in the proceeds of sale.

Phillip Hogan and Fay B. Middleton

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~at the~~ 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 the 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~~ 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 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 July 5, 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 stated,

which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum of \$1,200.00 covering said real property,

together with one of these agreements in escrow at the First Federal Savings and Loan Association of

Klamath Falls,

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.



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 re-vest 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.

*Fay B. Middleton*  
*Toby Middleton*  
*Phillip Hogan*  
*Ellen May Hogan*  
*Edward B. Putman*  
*Nedra E. Putman*

FORM No. 845—ACKNOWLEDGMENT (INDIVIDUAL) (Uniform Acknowledgment Act)

STEVENS, NEPP, LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON  
 County of Klamath } ss.

On this the 23rd day of June, 1969, Fay B. Middleton and Toby Middleton the undersigned

officer, personally appeared Fay B. Middleton and Toby Middleton

known to me (or satisfactorily proven) to be the person(s) whose name(s) are subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

*William D. Gackler*

My Commission expires: 11/25/72 Notary Public for Oregon

TITLE OF OFFICER.

(EXCERPT FROM UNIFORM ACKNOWLEDGMENT ACT.)

(1) If the acknowledgment is taken within this state or is made without the United States by an officer of the United States, no authentication shall be necessary.

(2) If the acknowledgment is taken without this state, but in the United States, a territory or insular possession of the United States, the District of Columbia, or the Philippine Islands, the certificate shall be authenticated by a certificate as to the official character of such officer, executed, or if the acknowledgment is taken by a clerk or deputy clerk of a court, by the presiding judge of the court or, if the acknowledgment is taken by a notary public, by a clerk of a court of record of the county, parish or district in which the acknowledgment is taken.

(3) If the acknowledgment is made without the United States and by a notary or a judge or clerk of a court of record of the country where the acknowledgment is made, the certificate shall be authenticated by a certificate under the great seal of the state of the country, affixed by the custodian of such seal, or by a certificate of a diplomatic, consular or commercial officer of the United States accredited to that country, certifying as to the official character of such officer.



FORM No. 445—ACKNOWLEDGMENT (INDIVIDUAL) (Uniform Acknowledgment Act.)

271 STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON } ss.  
County of Klamath }

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On this the 1st day of July, 1969, before me,  
the undersigned  
officer, personally appeared Phillip Hogan and Ellen Mae Hogan

known to me (or satisfactorily proven) to be the person s whose name s are subscribed to the  
within instrument and acknowledged that they executed the same for the purposes therein contained.  
In witness whereof I hereunto set my hand and official seal.

My Commission expires: 4/25/72 Notary Public for Oregon

TITLE OF OFFICER

(EXCERPT FROM UNIFORM ACKNOWLEDGMENT ACT.)

(1) If the acknowledgment is taken within this state or is made without the United States by an officer of the United States, no authentication shall be necessary.

(2) If the acknowledgment is taken without this state, but in the United States, a territory or insular possession of the United States, the certificate shall be authenticated by a certificate as to the official character of such officer, executed, District of Columbia, or the Philippine Islands, the certificate shall be authenticated by a certificate as to the official character of such officer, executed, or if the acknowledgment is taken by a clerk or deputy clerk of a court, by the presiding judge of the court or, if the acknowledgment is taken by a notary public, by a clerk of a court of record of the county, parish or district in which the acknowledgment is taken.

(3) If the acknowledgment is made without the United States and by a notary or a judge or clerk of a court of record of the country where the acknowledgment is made, the certificate shall be authenticated by a certificate under the great seal of the state of the country, affixed by the custodian of such seal, or by a certificate of a diplomatic, consular or commercial officer of the United States accredited to that country, certifying as to the official character of such officer.

STATE OF OREGON,  
County of Klamath  
Filed for record at request of  
Transamerica Title Insurance Co.

on this 2 day of July, A.D. 1969  
at 11:27 o'clock A.M.  
Recorded in Vol. 1469 of Deeds  
page 5739

Wm. J. Milne, County Clerk  
By Phyllis Butcher  
Fee \$1.50