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VOL 70 PAGE 3630

MAY 7 11 13 AM 1970

1 THIS AGREEMENT made this 23rd day of April, 1970, by and between  
2 J. GILLIS HANNIGAN and JoANN HANNIGAN, husband and wife, Vendors, and THE  
3 QUADRANT CORPORATION, a Washington Corporation, Vendee,

## WITNESSETH:

4  
5 That the Vendors agree to sell to the Vendee and the Vendee agrees to  
6 purchase from the Vendors all of the following described property in Klamath  
7 County, Oregon, to wit:

8 All that portion of the South-half of the Southwest-quarter  
9 of Section 11, Township 39 South, Range 9, E.W.M., more partic-  
10 ularly described as follows: That portion of the Southwest -  
11 quarter of the Southwest-quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of said Section 11 lying  
12 South and Southeasterly of Sunrise Park, Tonatee Homes and 1st  
13 Addition to Tonatee Homes, LESS AND EXCEPTING the right-of-way for  
14 the U.S.B. of R. 1-C-3 Drain. Also that portion of the Southeast-  
15 quarter of the Southwest-quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of said Section 11  
16 lying South and Southeasterly of the U.S.B. of R. 1-C-3 Drain and  
17 the 1-C-3-B Drain. LESS AND EXCEPTING the right-of-way for the  
18 U.S.B. of R. F-7 Lateral and ALSO EXCEPTING the following: Begin-  
19 ning at a point on the North line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$  which lies West  
20 along said line a distance of 663.4 feet from the Northeast corner  
21 of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence South 661.0 feet, more or less, to the  
22 center line of the A-3-c (F-7) Lateral; thence Northwesterly, along  
23 said center line, 600 feet, more or less, to its intersection with  
24 the center line of the 1-C-3 Drain; thence N. 48°35' E., along  
25 the center line of the 1-C-3 Drain, a distance of 541.0 feet, more  
26 of less, to the North line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence East, along said  
27 North line, a distance of 113.3 feet, more or less, to the point  
28 of beginning, AND ALSO the West 60 feet of the South-half of the  
29 South-half of the Northwest-quarter of the Southeast-quarter (S $\frac{1}{2}$   
30 S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 11, Township 39 South, Range 9, E.W.M. LESS  
31 AND EXCEPTING that portion lying within the right-of-way of Bristol  
32 Avenue.

SUBJECT TO: Contract and/or lien for irrigation and/or drainage;  
Inclusion in the South Suburban Sanitary District and the liens,  
assessments and regulations thereof; Inclusion in the Klamath  
Basin Improvement District and the liens, assessments and regu-  
lations thereof; Easements and rights of way of record and those  
apparent on the land, if any.

at and for a total price of:

\$84,800.00 payable as follows:  
2,000.00 has heretofore been paid, receipt of which is acknowledged;  
40,825.00 is to be paid by Vendee assuming and agreeing to pay that  
certain Agreement of Sale, dated October 7, 1969, wherein  
Irving J. Ezell and Harriet S. Ezell, his wife; Beulah E.  
Cotter and Raymond L. Cotter, her husband; Stanley W. Ezell  
and Betty A. Ezell, his wife; Wesley Ezell and Dorothy A.  
Ezell, his wife; and Leslie Ezell and Elizabeth C. Ezell,  
his wife, agreed to sell and the Vendors herein agreed to  
purchase the above described real property. A copy of said  
Agreement of Sale is attached hereto marked Exhibit A and  
made a part of this Agreement by this reference thereto.  
It is understood and agreed that said sum of \$40,825.00 is

DANONG, DANONG  
& DORSON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

Agreement of Sale - Page 1

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4 ment, which sa  
5 Assignment of  
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9 Association of  
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11 price in accor  
12 said copy of t  
13 above mentione  
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1 the unpaid principal balance due on said Agreement of Sale  
 2 on May 1, 1970, and that the Vendors will pay the interest  
 3 accrued on said Ezell Agreement to and including the 30th  
 4 day of April, 1970;  
 5 \$21,848.00 is to be paid in cash on closing on May 1, 1970; and the  
 6 balance of  
 7 20,127.00 is to be paid with interest thereon at the rate of 8% per  
 8 annum from May 1, 1970, in semi-annual installments of  
 9 \$4,522.00 including the full amount of interest accrued at  
 10 each installment date. The first of said installments of  
 11 principal and interest is to be paid on the 1st day of  
 12 November, 1970, and a like installment is to be paid on  
 13 the 1st day of each May and November thereafter until said  
 14 balance is paid in full.  
 15 Any part or all of said unpaid balance may be prepaid at  
 16 any time without penalty.

17 It is expressly understood and agreed that the Vendee has examined all  
 18 of the terms and conditions of said Ezell Agreement, Exhibit A hereto, and  
 19 agrees to those provisions and regardless of any other provisions in this  
 20 Agreement contained, the Vendors shall not be required to join in any action  
 21 with the Vendee that is not in accordance with the terms of said Ezell  
 22 Agreement.

23 It is further expressly understood and agreed that any default by  
 24 Vendee in the payment or performance of said Ezell Agreement shall constitute  
 25 a default on this Agreement entitling the Vendors to exercise any of the  
 26 remedies hereinafter provided to them in the event of a default.

27 The Vendee agrees to make said payments promptly on the dates above  
 28 named to the Vendors, or the survivor of them, at First Federal Savings and  
 29 Loan Association of Klamath Falls at Klamath Falls, Oregon; that Vendee  
 30 will pay seasonably and regularly and before the same shall become subject  
 31 to interest charges, all taxes, assessments, liens and incumbrances of  
 32 whatsoever nature and kind and agree not to suffer or permit any part of  
 said property to become subject to any taxes, assessments, liens, charges or  
 incumbrances whatsoever having precedents over the rights of the Vendors in  
 and to said property.

The Vendors agree that they will on the execution of this Agreement  
 make and execute in favor of the Vendee a good and sufficient warranty  
 deed conveying a fee simple title to said property free and clear of all  
 incumbrances whatsoever, except those above set forth, which the Vendee

1 assumes, and wi  
 2 Title Insurance  
 3 terest in and to  
 4 ment, which said  
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1 assumes, and will place said Deed together with a Purchaser's Policy of  
 2 Title Insurance, an Assignment by Vendors to Vendee of the Purchasers' in-  
 3 terest in and to said Ezell Real Estate Contract, Exhibit A to this Agree-  
 4 ment, which said Assignment shall be executed upon Form L-21 "Purchaser's  
 5 Assignment of Real Estate Contract and Deed" printed for distribution by  
 6 Lawyers Title Insurance Corporation, Amendment to Escrow Instructions,  
 7 Assignment of Purchasers Interest in said Ezell-Hannigan Escrow and an ex-  
 8 ecuted copy of this Agreement, in escrow at First Federal Savings and Loan  
 9 Association of Klamath Falls, Oregon, and shall enter into written escrow  
 10 instructions that when and if Vendee shall pay the balance of said purchase  
 11 price in accordance with this Agreement, said Escrow Holder shall retain  
 12 said copy of this Agreement and shall place all of the other instruments  
 13 above mentioned in said Ezell-Hannigan Escrow to be delivered to Vendee upon  
 14 full payment of said Ezell-Hannigan Escrow, but that in case of default by  
 15 the Vendee, said Escrow Holder shall surrender said instruments to Vendors.

16 Provided however, that it is understood and agreed that the Vendee has  
 17 had a preliminary subdivision plat prepared by Smith & Westvold covering all  
 18 of said property, except for said West 60 feet of the S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section  
 19 11, Twp. 39 S. R. 9 E.W.M., Klamath County, Oregon, said property and plat  
 20 being designated Tract 1007, which said Plat has received approval by the  
 21 Klamath County Planning Commission and that the Vendee has had a Final Plat  
 22 covering 12.64 acres, more or less, of said property within Tract 1007, which  
 23 Final Plat was prepared by Smith & Westvold and which will be filed in the  
 24 Official Records of Klamath County, Oregon, as soon as possible following  
 25 the execution of this Agreement and that the Vendors have executed their  
 26 good and sufficient Bargain and Sale Deed, dated April 23, 1969, conveying  
 27 to Vendee said 12.64 acres contained in said Plat and Vendors shall deliver  
 28 said Bargain and Sale Deed to the Vendee upon the execution of this Agreement.

29 Said 12.64 acres contained in said Plat and said Bargain and Sale  
 30 Deed is more particularly described as follows:

31 A Tract of Land situated in the S $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 11, Twp. 39  
 32 S., R. 9 E.W.M., Klamath County, Oregon, said Tract being proposed  
 Block 1, Lots 1-8 inclusive of Block 2, Block 3, Lots 1-6 inclusive  
 of Block 4 and Lots 1-13 inclusive of Block 5, all in the prelim-

GANDONG, GANDONG  
 & GORDON  
 ATTORNEYS AT LAW  
 KLAMATH FALLS, ORE.

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 Vendee does so at  
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1 inary subdivision map of Tract 1007, approved by the Klamath County  
2 Planning Commission, said Tract being more particularly described  
as follows:

3 Beginning at the southwest corner of said Section 11; thence  
4 N. 00°26'30" W. along the west line of said Section 11, a distance  
5 of 286.00 feet to the Southwest corner of "Sunrise Park" subdi-  
6 vision; thence East along the south line of "Sunrise Park", Ton-  
7 atee Homes" and First Addition to Tonatee Homes" subdivisions and  
8 along said line extended East a total distance of 821.90 feet to  
9 the easterly right-of-way line of the USBR 1-C-3 Drain; thence  
10 N. 47°42'00" E. along the easterly line of said drain a distance  
11 of 961.07 feet to the southerly right-of-way line of the USBR  
12 F-7 Lateral; thence, S. 59°55'55" E. along the southerly line of  
said lateral a distance of 420.00 feet; thence, following the  
easterly line of said proposed Tract 1007 the following courses  
and distances: S. 30°04'05" W. 240.00 feet; N. 72°29'15" W. 92.00  
feet; N. 59°55'55" W. 140.00 feet; S. 47°42'00" W. 229.91 feet;  
S. 28°23'40" W. 223.16 feet; S. 89°56'05" W. 105.41 feet; S. 59°  
53'00" W. 39.96 feet; S. 00°03'55" E. 80.00 feet; S. 00°09'10" E.  
60.01 feet and S. 00°03'55" E. 100.00 feet to the south line of  
said Section 11; thence, S. 89°56'05" W. along the south line of  
said Section 11 a distance of 1149.10 feet to the point of begin-  
ning.

13 The Vendors agree that the Vendee may plat, subdivide and develop  
14 any or all portions of the property sold by this Agreement provided the  
15 Vendee does so at its sole expense. Vendor agrees to join with Vendee in  
16 signing the dedication of any plat or plats that the Vendee may elect to  
17 submit and will also join the Vendee in any action necessary to effect said  
18 Plats such as signing of easements, dedications of roads, utilities, requests  
19 for zoning, etc. Vendors agree to allow the Vendee to make any improvements  
20 on the property it may desire including, but not limited to, clearing,  
21 draining, installing utilities, etc., and the Vendee hereby agrees to indemnify  
22 and hold harmless the Vendors from any liens or claims of any type whatso-  
23 ever that may be asserted against the property or against the Vendors be-  
24 cause of any action or work performed or authorized by the Vendee.

25 So long as this Agreement and said Ezell Agreement are not in default  
26 in any particular, the Vendors shall deed to Vendee by bargain and sale  
27 deed such portion of the property herein sold, requested by Vendee, which,  
28 when figured at \$700.00 per acre or fraction thereof for the portion of  
29 lands not included in said Tract 1007 and at \$176.00 per lot for those lots  
30 which are shown in said Preliminary Plat of Tract 1007 (including the road  
31 areas fronting said lots) will not exceed, when added to all property there-  
32 tofore conveyed (except for said 12.64 acres released on execution of this

DANONG, DANONG  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

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Agreement of Sale - Page 4

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1 S  
2 Vendor

1 agreement), the total  
2 balance of \$20,127.00  
3 be for at least four  
4 area fronting said 1  
5 In order to carry  
6 with Vendee in request  
7 Exhibit A to this Agreement  
8 on request by Vendee  
9 before provided, to V  
10 It is agreed that  
11 1970, and that all pr  
12 of said date. It is  
13 fiscal year which com  
14 Fee shall be deducted  
15 hereunder.

1 agreement), the total amount theretofore paid on the initial unpaid principal  
 2 balance of \$20,127.00 due on this Agreement. Each requested Release must  
 3 be for at least four lots adjoining lots previously released and the road  
 4 area fronting said lots.

5 In order to carry out the foregoing provision, Vendors agree to join  
 6 with Vendee in requesting the Releases provided for in said Ezell Agreement,  
 7 Exhibit A to this Agreement, in accordance with the terms of said Agreement,  
 8 on request by Vendee and to execute said Bargain and Sale Deeds, as herein-  
 9 before provided, to Vendee for the property so released.

10 It is agreed that this Agreement shall be consummated as of May 1,  
 11 1970, and that all pro-rates of interest, taxes and other matters shall be  
 12 of said date. It is understood that real property taxes are based on a  
 13 fiscal year which commences on the 1st day of July of each year. The Escrow  
 14 Fee shall be deducted by the Escrow Holder from the first payment made  
 15 hereunder.

16 In case the Vendee shall fail to make any of the payments herein pro-  
 17 vided punctually and upon the strict terms and at the times herein specified,  
 18 or shall fail to keep any of the other terms or conditions of this Agree-  
 19 ment, time of payment and strict performance being declared to be of the  
 20 essence of this Agreement, then Vendors shall have the following rights:  
 21 (1) To foreclose this Agreement by strict foreclosure in equity; (2) To  
 22 declare the full unpaid balance immediately due and payable; (3) To specif-  
 23 ically enforce the terms of this Agreement by suit in equity; (4) To  
 24 declare this Agreement null and void, and in any of such cases, except  
 25 exercise of the right to specifically enforce this Agreement by suit in  
 26 equity, all the right and interest hereby created or then existing in favor  
 27 of Vendee derived under this Agreement shall utterly cease and determine  
 28 and the premises aforesaid shall revert and revest in Vendors without any  
 29 declaration of forfeiture or act of reentry, and without any other act by  
 30 Vendors to be performed and without any right of Vendee of reclamation,  
 31 compensation for money paid or for improvements made, as absolutely, fully  
 32 and perfectly as if this Agreement had never been made.

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Should Vendee, 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.

In case suit or action is instituted to foreclose this Agreement or to enforce any of the provisions hereof, Vendee agrees to pay the reasonable cost of a title search and title report and such sums as the Courts, including an appellate court in the event of an appeal or other proceeding therein, shall adjudge reasonable as Vendor's attorneys fees.

Vendee further agrees that failure by Vendors 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 Vendors 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.

This Agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, The Parties have caused this Agreement to be executed the day and year first herein written.

*J. Gillis Hannigan*  
J. GILLIS HANNIGAN  
*JoAnn Hannigan*  
JOANN HANNIGAN  
VENDORS

THE QUADRANT CORPORATION  
By *Sink*  
Its *Sink*  
By \_\_\_\_\_  
Its \_\_\_\_\_  
(Corporate Seal)  
VENDEE

STATE OF OREGON )  
County of Klamath ) SS

On this 6 day of MAY, 1970, before me the undersigned, a Notary Public in and for said State and County, personally appeared the within named J. Gillis Hannigan and JoAnn Hannigan, husband and wife, who are known to me to be the identical individuals described in and who executed the foregoing Agreement and acknowledged the same to be their voluntary act and deed.

(SEAL)

My commission expires: February 27, 1971  
Notary Public in and for said County and State

Agreement of Sale - Page 6

DANONG, DANONG  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

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STATE OF WASHINGTON  
County of King ) SS

On this 7th day of May, 1970, before me appeared \_\_\_\_\_

and Dick Willard, both to me personally known, who being duly sworn, did say that \_\_\_\_\_

is the President and that \_\_\_\_\_

is the \_\_\_\_\_ of the Quadrant Corporation, a Washington

Corporation, and that the Seal affixed to this Agreement is the Corporate

Seal of said Corporation and that this Agreement was signed and sealed on

behalf of said Corporation by authority of its Board of Directors and

\_\_\_\_\_ and \_\_\_\_\_ acknowledged

this Agreement to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and notarial seal  
the day and year last above written.

(SEAL)

Lucia A. Loh  
Notary Public in and for the State of  
County and State of WASHINGTON

My commission expires:

DANON, DANON  
& GORDON  
ATTORNEYS AT LAW  
KLAMATH FALLS, ORE.

Agreement of Sale - Page 7

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THIS AGREEMENT

EZELL and HARRIET

her husband; STAN

DOROTHY A. EZELL,

Vendors, and J. G.

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1 THIS AGREEMENT, made this 7th day of October, 1969, by and between IRVING J.  
2 EZELL and HARRIET S. EZELL, his wife; BEULAH E. COTTER and RAYMOND L. COTTER,  
3 her husband; STANLEY W. EZELL and BETTY A. EZELL, his wife; WESLEY EZELL and  
4 DOROTHY A. EZELL, his wife; and LESLIE EZELL and ELIZABETH C. EZELL, his wife,  
5 Vendors, and J. GILLIS HANNIGAN and JOANN HANNIGAN, husband and wife, Vendees,

6 W I T N E S S E T H:

7 That the Vendors agree to sell to the Vendees and the Vendees agree to pur-  
8 chase from the Vendors all of the following described property situate in  
9 Klamath County, Oregon, to-wit:

10 All that portion of the South-half of the Southwest-quarter of Section  
11 11, Township 39 South, Range 9, E.W.M., more particularly described as  
12 follows: That portion of the Southwest-quarter of the Southwest-quarter  
13 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of said Section 11 lying South and Southeasterly of Sunrise  
14 Park, Tonatee Homes and 1st Addition to Tonatee Homes, LESS AND EXCEPTING  
15 the right-of-way for the U.S.B. of R. 1-C-3 Drain. Also that portion of  
16 the Southeast-quarter of the Southwest-quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of mid Section 11  
17 lying South and Southeasterly of the USB of R. 1-C-3 Drain and the 1-C-3-B  
18 Drain. LESS AND EXCEPTING the right-of-way for the U.S.B. of R. F-7 Lat-  
19 eral and ALSO EXCEPTING the following: Beginning at a point on the North  
20 line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$  which lies West along said line a distance of 663.4  
21 feet from the Northeast corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence South 661.0 feet,  
22 more or less, to the center line of the A-3-c (F-7) Lateral; thence North-  
23 westerly, along said center line, 600 feet, more or less, to its inter-  
24 section with the center line of the 1-C-3 Drain; thence N. 48°35' E.,  
25 along the center line of the 1-C-3 Drain, a distance of 541.0 feet, more  
26 or less, to the North line of said SE $\frac{1}{4}$ SW $\frac{1}{4}$ ; thence East, along said North  
27 line, a distance of 113.3 feet, more or less, to the point of beginning,  
28 AND ALSO the West 60 feet of the South-half of the South-half of the  
29 Northwest-quarter of the Southeast-quarter (S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$ ) of Section 11,  
30 Township 39 South, Range 9, E.W.M. LESS AND EXCEPTING that portion lying  
31 within the right-of-way of Bristol Avenue.

32 SUBJECT TO: Contract and/or lien for irrigation and/or drainage; Inclu-  
sion in the South Suburban Sanitary District and the liens, assessments  
and regulations thereof; Inclusion in the Klamath Basin Improvement Dis-  
trict and the liens, assessments and regulations thereof; Easements and  
rights of way of record and those apparent on the land, if any; and to  
Real Property Taxes for the 1969-70 tax year which are now a lien but not  
yet payable;

at and for a price of \$57,500.00 of which \$1,000.00 has heretofore been paid;  
\$15,675.00 is to be paid upon the execution of this Agreement, and the balance  
of \$40,825.00 is to be paid with interest thereon at the rate of 7 $\frac{1}{2}$ % per annum  
from October 1, 1969, in annual installments of \$4,500.00, including interest.  
The first of said installments of principal and interest is to be paid on the  
1st day of October, 1970, and a like installment is to be paid on the 1st day  
of each October thereafter until said purchase price is paid in full. No part

1 of the principal  
2 any part or all  
3 It is expres  
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8 Falls; to keep  
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1 of the principal or interest may be prepaid prior to January 1, 1970; thereafter,  
2 any part or all of said contract may be prepaid at any time without penalty.

3 It is expressly understood and agreed that each of said Vendors and his or  
4 her respective spouses own and hold an undivided one-fifth interest herein with  
5 right of survivorship.

6 The Vendees agree to make said payments promptly on the dates above named to  
7 the order of the Vendors at First Federal Savings and Loan Association of Klamath  
8 Falls; to keep said property in as good condition as the same now is; that no  
9 improvements now on or which may hereafter be placed on said property shall be  
10 removed or destroyed before the whole purchase price has been paid; that Vendees  
11 will pay seasonably and regularly and before the same shall become subject to  
12 interest charges, all taxes, assessments, liens and incumbrances of whatsoever  
13 nature and kind and agree not to suffer or permit any part of said property to  
14 become subject to any taxes, assessments, liens, charges or incumbrances what-  
15 soever having precedence over the rights of the Vendors in and to said property.

16 The Vendees shall be entitled to the possession of said property so long as  
17 this Agreement is not in default.

18 The Vendors will on the execution of this Agreement make and execute in  
19 favor of the Vendees a good and sufficient warranty deed conveying a fee simple  
20 title to said property free and clear of all incumbrances whatsoever, except those  
21 above set forth, which the Vendees assume, and will place said Deed and a Pur-  
22 chasers' Policy of Title Insurance, together with an executed copy of this Agree-  
23 ment, in Escrow at the First Federal Savings and Loan Association of Klamath  
24 Falls at Klamath Falls, Oregon, and shall enter into written escrow instructions  
25 in form satisfactory to the Escrow holder, instructing said Escrow holder that  
26 when and if the Vendees shall have paid the balance of the purchase price in  
27 accordance with the terms and conditions of this agreement, said Escrow holder  
28 shall deliver said instruments to the Vendees, but that in case of default by  
29 the Vendees said Escrow Holder shall, on demand, surrender said instruments to  
30 the Vendors.

31 So long as this Agreement is not in default in any particular, the Vendees  
32 may request the Vendors to deed to them by Bargain and Sale Deed, on the terms

1 and conditions  
2 which, when fig  
3 tofore conveyed  
4 chase price (ex  
5 iately followin  
6 \$15,675.00, the  
7 price and shai  
8 When the purch  
9 be entitled to  
10 or multiples of  
11 not be required  
12 executed instr  
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15 But in cas  
16 them, punctual  
17 fail to keep a  
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1 and conditions hereafter set forth, such portion of the property herein sold  
 2 which, when figured at \$1,500.00 per acre and when added to all property there-  
 3 tofore conveyed, will not exceed the total amount theretofore paid on the pur-  
 4 chase price (excluding interest payments) less \$10,000.00. For example, immed-  
 5 ately following the execution of this Agreement and said initial payment of  
 6 \$15,675.00, the purchasers will have paid a total of \$16,675.00 on the purchase  
 7 price and shall be entitled to have a maximum of four acres deeded to them.  
 8 When the purchasers have paid an additional \$1,500.00 upon principal, they will  
 9 be entitled to have another acre deeded to them. No parcel less than an acre  
 10 or multiples of acres shall be released. Provided however, that Vendors shall  
 11 not be required to deed the acre selected by Vendees until the Vendees have  
 12 executed instruments providing access satisfactory to the Vendors and the Klamath  
 13 County Planning Commission to the remaining property.

14 Escrow fees shall be deducted from the first payment made hereunder.

15 But in case Vendees shall fail to make the payments aforesaid, or any of  
 16 them, punctually and upon the strict terms and at the times above specified, or  
 17 fail to keep any of the other terms or conditions of this agreement, time of  
 18 payment and strict performance being declared to be the essence of this agree-  
 19 ment, then Vendors shall have the following rights: (1) To foreclose this con-  
 20 tract by strict foreclosure in equity; (2) To declare the full unpaid balance  
 21 immediately due and payable; (3) To specifically enforce the terms of this agree-  
 22 ment by suit in equity; (4) To declare this contract null and void, and in any  
 23 of such cases, except exercise of the right to specifically enforce this agree-  
 24 ment by suit in equity, all the right and interest hereby created or then exist-  
 25 ing in favor of Vendees derived under this agreement shall utterly cease and  
 26 determine, and the premises aforesaid shall revert and revest in Vendors without  
 27 any declaration of forfeiture or act of reentry, and without any other act by  
 28 Vendors to be performed and without any right of Vendees of reclamation or compen-  
 29 sation for money paid or for improvements made, as absolutely, fully and perfect-  
 30 ly as if this agreement had never been made.

31 Should Vendees, while in default, permit the premises to become vacant,  
 32 Vendors may take possession of same for the purpose of protecting and preserving

1 the property  
 2 so taken by  
 3 cise any of  
 4 And in ca  
 5 enforce any of  
 6 title search at  
 7 able as attorne  
 8 an appeal is tak  
 9 further promise  
 10 as plaintiffs' at  
 11 Vendees furthe  
 12 ance by Vendees of  
 13 hereunder to enforce  
 14 any provision hereof  
 15 such provision, or a  
 16 This agreement sh  
 17

1 the property and their security interest therein, and in the event possession is  
2 so taken by Vendors they shall not be deemed to have waived their right to exer-  
3 cise any of the foregoing rights.

4 And in case suit or action is instituted to foreclose this contract or to  
5 enforce any of the provisions hereof, Vendeas agree to pay reasonable cost of  
6 title search and title report and such sum as the trial court may adjudge reason-  
7 able as attorney's fees to be allowed plaintiffs in said suit or action, and if  
8 an appeal is taken from any judgment or decree of such trial court, the Vendeas  
9 further promise to pay such sum as the appellate court shall adjudge reasonable  
10 as plaintiffs' attorney's fees on such appeal.

11 Vendeas further agree that failure by Vendors at any time to require perform-  
12 ance by Vendeas of any provision hereof shall in no way affect Vendors' right  
13 hereunder to enforce the same, nor shall any waiver by Vendors of such breach of  
14 any provision hereof be held to be a waiver of any succeeding breach of any  
15 such provision, or as a waiver of the provision itself.

16 This agreement shall bind and inure to the benefit of, as the circumstances  
17 may require, the parties hereto and their respective heirs, executors, adminis-  
18 trators and assigns.

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

20 Irving J. Ezell

21 Harriet S. Ezell

22 Beulah E. Cotter

23 Raymond L. Cotter

24 Stanley W. Ezell

25 Betty A. Ezell

26 Wesley Ezell

27 Dorothy A. Ezell

3641

Leslie Ezell

Elizabeth C. Ezell  
VENDORS

J. Gillis Hannigan

JoAnn Hannigan  
VENDEES

9 STATE OF OREGON }  
10 County of Klamath } SS October \_\_\_\_\_, 1969

11 Personally appeared the above named Irving J. Ezell and Harriet S. Ezell,  
12 his wife; Beulah E. Cotter and Raymond L. Cotter, her husband; Stanley W. Ezell  
13 and Betty A. Ezell, his wife; Wesley Ezell and Dorothy A. Ezell, his wife, and  
14 acknowledged the foregoing instrument to be their voluntary act and deed.  
15 Before me:

Notary Public for Oregon

14 (SEAL)  
15 My Commission Expires:

16 STATE OF CALIFORNIA }  
17 County of \_\_\_\_\_ } SS October \_\_\_\_\_, 1969

18 Personally appeared the above named Leslie Ezell and Elizabeth C. Ezell,  
19 his wife, and acknowledged the foregoing instrument to be their voluntary act  
20 and deed.  
21 Before me:

Notary Public for California

21 (SEAL)  
22 My Commission Expires:

23 STATE OF OREGON }  
24 County of Klamath } SS October \_\_\_\_\_, 1969

25 Personally appeared the above named J. Gillis Hannigan and JoAnn Hannigan,  
26 husband and wife, and acknowledged the foregoing instrument to be their volun-  
27 tary act and deed.  
28 Before me:

Notary Public for Oregon

28 (SEAL)  
29 My Commission Expires:

STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:

KIAMATH COUNTY TITLE CO  
on this 7th day of May A. D., 1970  
at 11:13 o'clock A. M. and duly  
recorded in Vol. M 70 of Deeds  
Page 3630

WM. D. MILNE, County Clerk

29 By *Raymond D. Diaz* Deputy.  
Fee \$18.00

Return

Barnhisel and Ganong  
636 Pine Street  
Klamath Falls, Oregon  
97601

5.

EXHIBIT

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CEASED

1. RACE  
2. SEX  
3. COUNTY  
4. STATE  
5. RESIDENCE  
6. SOCIAL SECURITY NUMBER  
7. DATE OF BIRTH  
8. DATE OF DEATH  
9. DATE OF INTERVIEW  
10. DATE OF INTERVIEW  
11. DATE OF INTERVIEW  
12. DATE OF INTERVIEW  
13. DATE OF INTERVIEW  
14. DATE OF INTERVIEW  
15. DATE OF INTERVIEW  
16. DATE OF INTERVIEW  
17. DATE OF INTERVIEW  
18. DATE OF INTERVIEW

CAUSE

MEDICAL INVESTIGATOR

RTIFIER

4/27/77

URIAL