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101. M7/PAGE 2991

<u>AGREEMENT</u>

- 2. THIS CONTRACT, MADE IN TRIPLICATE THIS 1ST. DAY OF MARCH, A.D.
- 3. 1971, BY AND BETWEEN WILLIAM L. ROWLAND AND MARION F. ROWLAND, HUS-
- 4. BAND AND WIFE. THE FIRST PARTIES, AND MITCHELL HARDEN THE SECOND
- 5. PARTY: A SINGLE MAN
- 6. WITNESSETH:
- 7. THAT THE SAID FIRST PARTIES, IN CONSIDERATION OF THE COVENANTS
- 8. AND AGREEMENTS HEREIN CONTAINED, AGREE TO SEEL UNTO THE SECOND PARTY
- 9. ALL THE FOLLOWING BOUNDED AND DESCRIBED REAL PROPERTY, SITUATED IN
- 10. THE COUNTY OF KLAMATH AND STATE OF OREGON;
- 11. THE SOUTHERLY 34 FEET OF THE EASTERLY 88 FEET OF LOT 4
 IN BLOCK 33, HILLSIDE ADDITION TO THE CITY OF KLAMATH
 FALLS, OREGON, AND THE NORTHERLY 5 FEET OF THE EASTERLY
 HALF OF LOT 5, IN BLOCK 33, HILLSIDE ADDITION TO THE CITY
 OF KLAMATH FALLS, OREGON, AND ALSO

A STRIP OF LAND TWO (2) FEET WIDE OF THE SOUTHERLY 34 FEET OF THE EASTERLY END OF THE WESTERLY 90 FEET OF LOT 4 OF BLOCK 33 IN HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON

- 12. FOR THE SUM OF PURCHASE PRICE OF FIVE THOUSAND FIVE HUNDRED DOLLARS
- 13. (\$5,500.00) WHICH THE SECOND PARTY AGREES TO PAY TO THE FIRST PARTIES
- 14. AT THE FOLLOWING NAMED TIMES, TO-WIT: NOTHING DOWN (00.00) AND THE
- 15. AMOUNT OF FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) IN MONTHLY
- 16. INSTALLMENTS AS FOLLOWS:
- 17. SEVENTY DOLLARS (\$70.00) THEREOF INCLUDING INTEREST AT SEVEN AND ONE
- 18. HALF PER CENT PER ANNUM EACH MONTH WITH THE FIRST PAYMENT OF SEVENTY
- 19. DOLLARS (\$70.00) ON THE FIRST (1ST) OF APRIL, 1971 AND A LIKE PAYMENT
- 20. ON THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL THE WHOLE
- 21. OF SAID PURCHASE PRICE, TOGETHER WITH INTEREST AT SEVEN AND ONE HALF
- 22. PER CENT PER ANNUM SHALL BE PAID: AND IN ADDITION THERETO ALL TAXES
- 23. AND OTHER PUBLIC CHARGES, WITH ASSESSMENTS FOR SEWERS AND STREET IM-
- 24. PROVEMENTS WHICH MAY HEREAFTER BECOME DUE ON SAID PROPERTY, PROMPTLY
- 25. BEFORE DELINQUENCY, AND THAT SECOND PARTY SMALL KEEP THE BUILDINGS
- 26. NOW UPON OR WHICH MAY BE ERECTED UPON SAID PROPERTY INSURED AGAINST
- 27. FIRE IN SOME FIRE INSURANCE COMPANY SATISFACTORY TO SAID FIRST WITH
- 28. AGREEMENT ... PAGE 1.





1. LOSS, IF ANY, PAYABLE TO SAID FIRST PARTIES AS THEIR INTEREST MAY

2. APPEAR.

3. ALL OF WHICH PAYMENTS SAID SECOND PARTY HEREBY AGREES TO MAKE AS

4. ABOVE PROVIDED.

5. IT IS AGREED TO PUT THIS CONTRACT ON ESCROW IN THE SOUTH SIXTH

6. STREET BRANCH OF THE FIRST NATIONAL BANK OF KLAMATH FALLS, CREGON

7. AND ALL PAYMENTS TO BE MADE TO SAID BANK.

8. THE SAID FIRST PARTIES ALSO AGREE THAT WHEN FULL PAYMENT SHALL

9. HAVE BEEN RECEIVED THEY WILL CAUSE TO BE EXECUTED AND DELIVERED, AT

10. THEIR OWN COST AND EXPENSE, AN ABSTRACT OF TITLE SHOWING MARKETABLE

11. TITLE AND A GOOD AND SUFFICIENT WARRANTY DEED, CONVEYING THE PROPERTY

12. AFORESAID TO THE SAID SECOND PARTY, HIS HEIRS AND ASSIGNS FOREVER.

13. AND IT IS UNDERSTOOD AND AGREED BETWEEN SAID PARTIES THAT TIME

14. IS OF THE ESSENCE OF THIS CONTRACT, AND IN CASE THE SECOND PARTY

15. SHALL FAIL TO MAKE THE PAYMENTS ABOVE NAMED AND EACH AND EVERY ONE

16. OF THEM, PUNCTUALLY WITHIN THIRTY DAYS OF THE TIME LIMITED THEREFOR

17. OR FAILS TO KEEP ANY AGREEMENT HEREIN CONTAINED, THEN THIS CONTRACT

18. SHALL, AT THE OPTION OF THE FIRST PARTIES, BECOME NULL AND VOID, AND

19. ALL THE RIGHTS AND INTEREST, CREATED OR THEN EXISTING IN FAVOR OF THE

20. SECOND PARTY AS AGAINST THE FIRST PARTIES HEREUNDER, OR TO ANY PAY-

21. MENTS THERETOFORE MADE HEREON, SHALL UTTERLY CEASE AND DETERMINE.

22. AND ALL RIGHTS ACQUIRED BY THE SECOND PARTY HEREUNDER SHALL REVERT TO

23. SAID FIRST PARTIES WITHOUT ANY OTHER ACT OF SAID FIRST PARTIES TO BE

24. PERFORMED, AND WITHOUT ANY RIGHT OF THE SECOND PARTY OF RETURN, RE-

25. CLAMATION OR COMPENSATION FOR MONEYS PAID OR RECEIVED ON ACCOUNT OF

26. THE PROPOSED PURCHASE OR SALE OF SAID PROPERTY AS ABSOLUTELY FULLY

27. AND PERFECTLY AS IF THIS CONTRACT AND SUCH PAYMENTS HAD NEVER BEEN

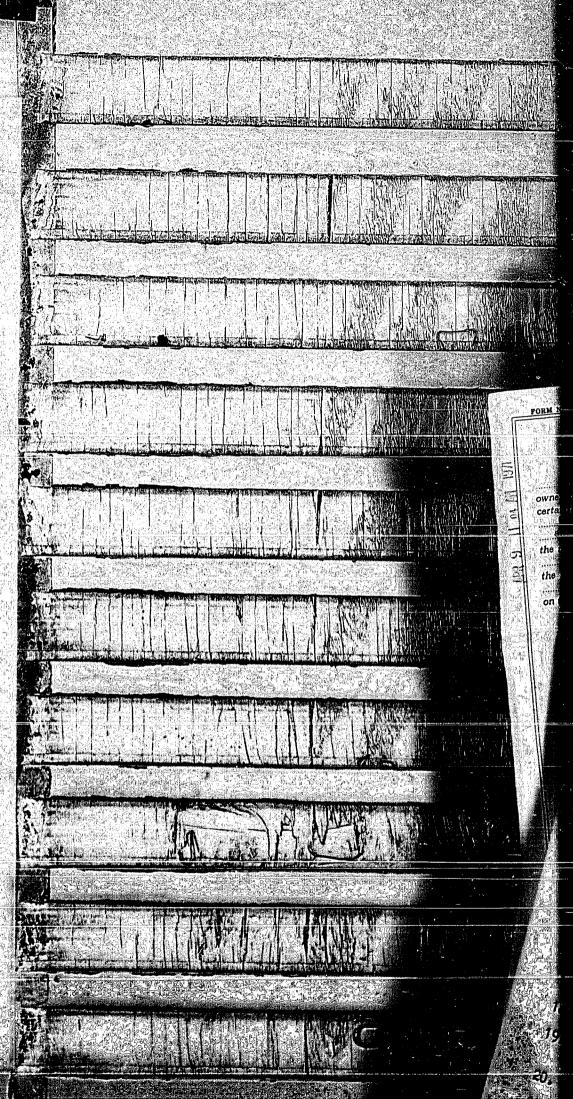
28. MADE; AND IN CASE OF SUCH DEFAULT ALL PAYMENTS THERETOFORE MADE ON

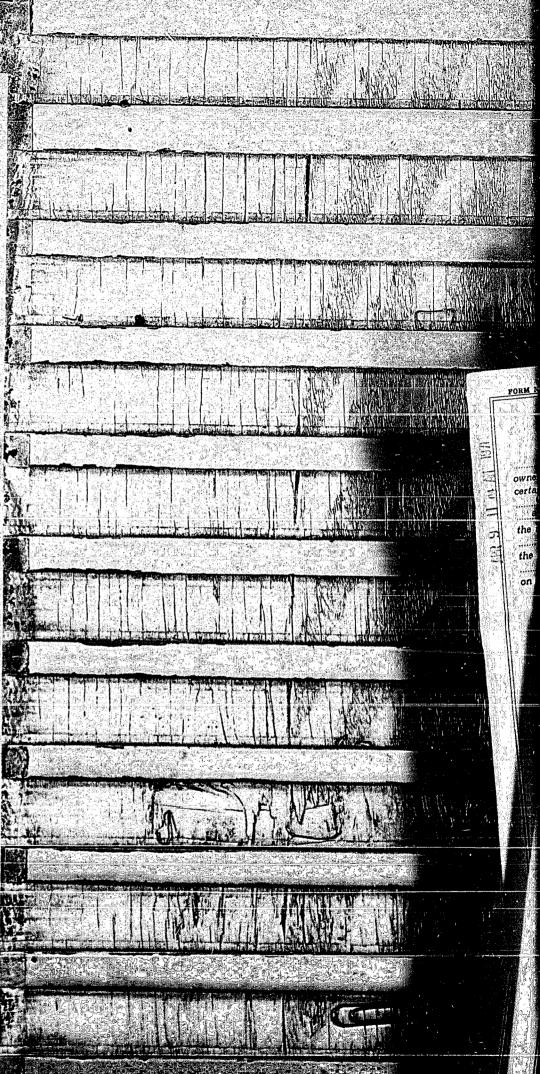
29. THIS CONTRACT ARE TO BE RETAINED BY AND BELONG TO SAID FIRST PARTIES

30. AS AGREED, REASONABLE RENT OF SAID PREMISES UP TO THE TIME OF SUCH

31. DEFAULT.

32. AND THE SAID FIRST PARTIES SHALL, IN CASE OF SUCH DEFAULT, HAVE THE





<u>. A.N.L</u>