

KNOW all men by these Presents, That the undersigned does hereby certify and declare that certain Mechanic's Lien of date the 12th day of January 1966, and filed and recorded on the 13th day of January 1966, in book M66, at page 363 of the Records of Mechanic's Liens for Klamath County, State of Oregon, for road improvements, lab or and materials

furnished and used in the improvement real property, to-wit:

South 20' of Lot 81 and All of Lot 82, Casitas Subdivision, Klamath County, Oregon

Lien recorded in the name of:

W. M. Visser
4334 Austin Street
Klamath Falls, Oregon

Lien recorded for the improvement of Brooklyn Avenue, Improvement #44

together with the account or debt thereby secured, is fully paid, satisfied and discharged.

IN WITNESS WHEREOF, the undersigned lien claimant has hereunto set his hand and seal this 24th day of May, 1971.

XXXXXXXXXXXXXXXXXXXX Klamath County Board of Commissioners

R. A. Pyle
Chairman of the Board
County Commissioner

Lloyd Gift
County Commissioner XXXX

STATE OF OREGON,

County of Klamath
May A. D. 1971

ss. BE IT REMEMBERED, That on this 24th day of May, 1971, before me, the undersigned, a Notary Public

in and for said County and State, personally appeared the within named R. A. Pyle, Chairman of the Board and M. E. Holland and Lloyd Gift, County Commissioners who are known

to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

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

Notary Public in and for said County and State.

My Commission Expires 2/13/72

Satisfaction of

MECHANIC'S Lien

Klamath County Claimant.

vs.
W. M. Visser

Defendant.

STATE OF OREGON,
County of Klamath

I certify that the within instrument was received for record on the 2nd day of JUNE A. D. 1971 at 8:51 o'clock A. M., and recorded in book M 71 on page 5245 record of MECHANIC'S LIENS of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE COUNTY CLERK
Deputy.

NO FEE

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52482

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This Agreement, made and entered into this 17th day of May, 1971 by and between
J. D. HOLMQUIST,

hereinafter called the vendor, and

MILDRED KIRCHHOF,

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:

SE $\frac{1}{4}$ SW $\frac{1}{4}$, Section 33, Township 23 South, Range 10, E.W.M.;
Government Lot 1, Section 5, Township 24 South, Range 10, E.W.M.;
Government Lots 3 and 4 (also known as the NW $\frac{1}{4}$), Section 4, Township
24 South, Range 10, E.W.M.

TOGETHER WITH an easement for ingress and egress over property owned by Vendor in NW $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 4, Township 24 South, Range 10, E.W.M., which easement may be moved by Vendor so long as he provides Vendee access to her said lands.

RESERVING unto Vendor the right to use any roads which cross Vendee's lands.
SUBJECT to reservations contained in the patent from the United States.

SUBJECT TO: Easements and rights of way of record and those apparent on the land; also subject to a contract of sale wherein Lawrence N. Trask is vendor and the Vendor herein is vendee, which contract Vendee DOES NOT assume and Vendor covenants and agrees to hold her harmless therefrom and will authorize the escrow holder to make the annual payments on said contract out of payments made herein by Vendee;

at and for a price of \$ 14,940.65 , payable as follows, to-wit:

\$ 5,152.00 at the time of the execution
of this agreement, the receipt of which is hereby acknowledged; \$ 9,788.65 with interest at the rate of 6 %
per annum from May 21, 1971, payable in installments of \$1,067.63 per
year EX clusive of interest, the first installment to be paid on the 2nd day of January
1972 , and a further installment on the 2nd day of every January thereafter until the full balance and interest
are paid. Interest is to be paid with the principal payment, and in addition thereto.

Vendee's husband, Anton C. Kirchhof, joins in the execution of this contract solely for the purpose of guaranteeing payment and performance of the Vendee's obligation herein, and he claims no other interest in his wife's said property.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~XXXXX~~
~~XXXXXXXXXX~~ at the United States National Bank of Oregon, at Bend, Oregon, ~~XXXXXXXXXX~~

~~XXXXXX~~ to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereinafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and ~~XXXXXX~~
~~XXXXXXXXXX~~ 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 May 21, 1971.

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,

EXCEPT said contract
which vendee assumes/and will place said deed

together with one of these agreements in escrow at the United States National Bank of Oregon, at

Bend, Oregon,

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said 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.

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 the 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 revest 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.

On execution hereof, Vendee will also pay to Vendor the sum of \$1,212.75, being interest on said purchase price at the rate of 6% per annum from January 10, 1970, through May 20, 1971.

Taxes will be prorated by and between the parties as of January 10, 1970.

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

J. D. Holmquist
Anton C. Kirchhof
Mildred Kirchhof

STATE OF OREGON)
County of Deschutes) SS

May 20, 1971

Personally appeared the above named J. D. Holmquist and acknowledged the foregoing instrument to be his voluntary act and deed.
Before me:

J. D. Holmquist
Notary Public for Oregon
My Commission Expires: Nov. 24, 1972

STATE OF OREGON)
County of Clackamas) SS

May 20, 1971

Personally appeared the within named Mildred Kirchhof and Anton C. Kirchhof and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me:

C. E. Boordeman
Notary Public for Oregon
My Commission Expires: Nov. 20, 1971

From the office of
Ganong, Ganong & Gordon
Attorneys at Law
First Federal Bldg
Klamath Falls, OR

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of GANONG, GANONG & GORDON

this 2nd day of JUNE A. D., 1971 at 9:09 o'clock AM., and duly recorded in
Vol. M. 71 of DEEDS on Page 5246

WM. D. MILNE, County Clerk
By *W. D. Milne*