

10:46 28-1009 54128  
This Agreement, made and entered into this 7th day of July, 1971, by and between  
Fred B. Robinson and Freda Robinson, husband and wife,  
hereinafter called the vendor, and  
Homer O. DePuy and Evangeline DePuy, husband and 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:

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Lot 7 LESS the East 10 feet in Block 102 of BUENA VISTA ADDITION to  
the City of Klamath Falls, ALSO a portion of land 5 feet by 170.6  
feet off the Northerly side of Lot 8, Block 102, BUENA VISTA ADDITION  
to the City of Klamath Falls, Oregon, being the area lying within the  
following described boundaries, to-wit:

Beginning at the Northwestern corner of said Lot 8; thence Easterly  
along the Northern boundary line of Lot 8 a distance of 170.6 feet;  
thence Southerly a distance of 5 feet parallel to California Avenue;  
thence Westerly on a line parallel to the Northerly boundary line of  
said Lot 8 a distance of 170.6 feet to California Avenue; thence North-  
erly along California Avenue a distance of 5 feet to the point of  
beginning.

Subject to: 1971-72 real property taxes which are now a lien but not  
yet payable;

at and for a price of \$ 7,800.00 , payable as follows, to-wit:

\$ 1800.00 at the time of the execution  
of this agreement, the receipt of which is hereby acknowledged; \$ 6000.00 with interest at the rate of 6 %  
per annum from July 20, 1971 payable in installments of not less than \$ 66.66 per  
month, inclusive of interest, the first installment to be paid on the 1st day of September  
19 71, and a further installment on the 1st day of every month thereafter until the full balance and interest  
are paid. Vendees cannot prepay prior to July 1, 1972; thereafter all or any portion  
may be prepaid without penalty.

Notwithstanding anything herein to the contrary, vendees are given and granted  
a 60-day grace period.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the  
survivors of them, at the First Federal Savings and Loan Association of Klamath Falls,  
at 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 hereinafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and  
that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not  
less than \$ insurable value with loss payable to the parties as their respective interests may appear, and  
policy or policies of insurance to be held by vendees, copy to vendors, 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 20, 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,

which vendee assumes, and will place said deed and purchasers' policy of title insurance,  
together with one of these agreements in escrow at the First Federal Savings and Loan Association  
of Klamath Falls, at Klamath Falls, 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.

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

Fred B. Robinson  
Freda Robinson  
Homer Deputy  
Evangeline Deputy

STATE OF OREGON )  
County of Klamath ) ss

July 8, 1971  
Personally appeared the above named Fred B. Robinson and Freda Robinson, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Ernest F. Gordon  
Notary Public for Oregon  
My Commission Expires: 5-15-72

Return to:  
Ernie Gordon  
From the office of  
Ganong, Ganong & Gordon  
Attorneys at Law  
First Federal Bldg.  
Klamath Falls, Ore.

23.  
STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Ins. Co.

this 9th day of July A. D., 1971 at 10:46 o'clock AM., and duly recorded in  
Vol. M71 of Deeds on Page 7176

Fee \$3.00

WM. D. MILNE, County Clerk  
By Cynthia Campbell