

1 THIS AGREEMENT, made and entered into this 15th day of May, 1970,
2 by and between MALVIN A. BIXLER and VIERLYN BIXLER, husband and wife, herein-
3 after called the vendor, and HARRY R. WAGGONER, hereinafter called the
4 vendee,

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

6 Vendor agrees to sell to the vendee and the vendee agrees to buy from
7 the vendor all of the following-described property situate in Klamath County,
8 State of Oregon, to-wit:

9 A portion of the Southeast quarter of the Northwest quarter of Section
10 2, Township 39 South, Range 9 East of the Willamette Meridian, described
11 as follows: Beginning at a 1-inch Axle marking the Southwesterly
12 corner of Lot 82 of PLEASANT HOME TRACTS, Klamath County, Oregon; thence
13 N. 89 degrees 24'30" E., along the Southerly boundary of said Lot and
14 said Pleasant Home Tracts, a distance of 660.20 feet to a 3/4-inch
15 Iron Pipe; thence S. 00 degrees 35'00" E., a distance of 810.90 feet
16 to the Northwest corner of that parcel of land deeded to Cecil Green,
17 Sr. and Vida Green in Deed Volume 132 on page 526, records of Klamath
18 County, Oregon, to the true point of beginning; thence continuing S. 00
19 degrees 35'00" E., a distance of 334.07 feet to a 5/8-inch Iron Pin;
20 thence N. 89 degrees 32'42" E., a distance of 82.5 feet, to a 5/8-inch
21 Iron Pin; thence N. 00 degrees 35'00" W., a distance of 334.07 feet,
22 to a point; thence S. 89 degrees 32'42" W., a distance of 82.50 feet,
23 to the point of beginning.

24 Together with perpetual nonexclusive easement for ingress and egress over the
25 following-described property, to-wit:

26 Beginning at a 1-inch Axle, marking the Southwesterly corner of Lot
27 82, PLEASANT HOME TRACTS, Klamath County, Oregon; thence N. 89 degrees
28 24'30" E., along the Southerly boundary line of said Lot 82 and the
29 Southerly right-of-way line of Climax Street, a distance of 660.2
30 feet, to a 3/4-inch Iron Pipe; thence S. 00 degrees 35'00" E., a dis-
31 tance of 1144.97 feet, to a 5/8-inch Iron Pin; thence N. 89 degrees
32 32'42" E., a distance of 62.5 feet, to the true point of beginning;
33 thence S. 00 degrees 35'00" E., a distance of 155.44 feet, more or less,
34 to a point on the Northerly right-of-way line of South Sixth Street;
35 thence N. 89 degrees 32'42" E., along said right-of-way line a distance
36 of 20.00 feet, to a point; thence N. 00 degrees 35'00" W., a distance
37 of 155.44 feet, to a point; thence S. 89 degrees 32'42" W., a distance
38 of 20.00 feet, to the point of beginning.

39 However, reserving unto vendor the joint use of same, and vendee agrees to
40 blacktop and maintain said right-of-way.

41 SUBJECT TO: Liens and assessments of Klamath Project and the Enter-
42 prise Irrigation District, and regulations, contracts, easements, and
43 water and irrigation rights in connection therewith; Any unpaid charges
44 or assessments of the Enterprise Irrigation District; Rules, regulations,
45 and assessments of the South Suburban Sanitary District within the
46 boundaries of which district said property is located; and Contract of
47 Sale wherein Cecil Green et ux are owners of the vendors' interest,
48 which contract covers additional property. That the consideration
49 for this transaction is the assuming of said unpaid balance by vendee,
50 which is the amount hereinafter recited,

51 at and for a price of \$21,549.23, payable as follows, to-wit: Nothing at
52 the time of the execution of this agreement; \$21,549.23 with interest at
the rate of 7% per annum from May 20, 1970, payable in installments of not
less than \$150.00 per month, inclusive of interest, the first installment
to be paid on the 20th day of June, 1970, and a further installment on the
20th day of every month thereafter until the full balance and interest are
paid.

MAR 2 3 25 PM 1972

1 The parties will request a segregation of the property by the Klamath
2 County Assessor and each will pay his own taxes on his portion of said
3 original contract. Each will also carry his own insurance and name said
4 contract vendors as interest parties.

5 Vendee agrees to make said payments promptly on the dates above
6 named to the order of the vendor in said original contract at First Federal
7 Savings and Loan Association at Klamath Falls, Oregon; to keep said property
8 at all times in as good condition as the same now are, that no improvement,
9 now on or which may hereafter be placed on said property, shall be removed
10 or destroyed before the entire purchase price has been paid and that said
11 property will be kept insured in companies approved by vendor against loss
12 or damage by fire in a sum not less than insurable value, with loss payable
13 to the parties as their respective interests may appear, and policy or
14 policies of insurance to be held by original vendor, copy to vendee; that
15 vendee shall pay regularly and seasonably and before the same shall become
16 subject to interest charges, all taxes, assessments, liens, and incumbrances
17 of whatsoever nature and kind, and agrees not to suffer or permit any part
18 of said property to become subject to any taxes, assessments, liens, charges,
19 or incumbrances whatsoever having precedence over the rights of the vendor
20 in and to said property. Vendee shall be entitled to the possession of
21 said property immediately.

22 Vendor will on the execution hereof make and execute in favor of
23 vendee good and sufficient warranty deed conveying a fee simple title to
24 said property free and clear as of this date of all incumbrances whatsoever,
25 except as above set out, which vendee assumes, and will place said deed
26 together with one of these agreements in escrow No. 131 at First Federal
27 Savings and Loan Association, which is the said original Green-Bixler
28 escrow, at Klamath Falls, Oregon, and shall enter into written escrow in-
29 struction in form satisfactory to said escrow holder, instructing said
30 holder that when, and if, vendee shall have paid the balance of the pur-
31 chase price in accordance with the terms and conditions of this contract,
32 said escrow holder shall deliver said instruments to vendee; but that in
33 case of default by vendee said escrow holder shall, on demand, surrender
34 said instruments to vendor.

35 But in case vendee shall fail to make the payments aforesaid, or
36 any of them, punctually and upon the strict terms and at the times above
37 specified, or fail to keep any of the other terms or conditions of this
38 agreement, time of payment and strict performance being declared to be the
39 essence of this agreement, then vendor shall have the following rights:
40 (1) To foreclose this contract by strict foreclosure in equity; (2) To
41 declare the full unpaid balance immediately due and payable; (3) To spe-
42 cifically enforce the terms of the agreement by suit in equity; (4) To
43 declare this contract null and void, and in any of such cases, except
44 exercise of the right to specifically enforce this agreement by suit in
45 equity, all the right and interest hereby created or then existing in favor
46 of vendee derived under this agreement shall utterly cease and determine,
47 and the premises aforesaid shall revert and re-vest in vendor without any
48 declaration of forfeiture or act of reentry, and without any other act by
49 vendor to be performed and without any right of vendee of reclamation or
50 compensation for money paid or for improvements made, as absolutely, fully,
51 and perfectly as if this agreement had never been made.

52 Should vendee, while in default, permit the premises to become
53 vacant, Vendor may take possession of same for the purpose of protecting
54 and preserving the property and his security interest therein, and in the
55 event possession is so taken by vendor he shall not be deemed to have waived
56 his right to exercise any of the foregoing rights.

57 And in case suit or action is instituted to foreclose this contract
58 or to enforce any of the provisions hereof, vendee agrees to pay reasonable
59 cost of title report and title search and such sum as the trial court may

60 GANDONG, GANDONG
61 & GORDON
62 ATTORNEYS AT LAW
63 KLAMATH FALLS, ORE.

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.

Malvin A. Bixler

Vierlyn Bixler

H. R. Waggoner

STATE OF OREGON, County of Klamath) ss.

June 3, 1970

Personally appeared the above-named MALVIN A. BIXLER and VIERLYN BIXLER, husband and wife, and HARRY R. WAGGONER, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Clarence M. Farney
Notary Public for Oregon

My commission expires: *2-5-75*

(SEAL)

STATE OF OREGON }
County of Klamath } ss.

Filed for record at request of:

KLAMATH COUNTY TITLE CO

on this 2nd day of MARCH A. D. 19 72

at 3:25 o'clock P. M. and duly

recorded in Vol. M 72 of DEEDS

Page 2292

WM. D. MILNE, County Clerk

By *Harold Dray* Deputy

Fee \$6.00

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& GORDON
ATTORNEYS AT LAW
KLAMATH FALLS, ORE.

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Return Harry R. Waggoner
3920 South Sixth Street
Klamath Falls, Oregon
97601