

1-22228

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This Agreement, made and entered into this 1st day of October 1972, by and between EDGAR J. McCOLLUM and HARRIET McCOLLUM, husband and wife, hereinafter called Seller, and HOWARD E. WEST and SALLY A. WEST, husband and wife, hereinafter called Buyer, (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

WITNESSETH

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller all of the following described property situate in Klamath County, State of Oregon, to-wit:

All that certain real property more particularly described and set forth on Exhibit "A" which is attached hereto and by this reference made a part hereof, subject to the exceptions on said Exhibit set forth.

The purchase price therefor shall be the sum of \$ 2,000.00, payable as follows: \$ 500.00 upon the execution hereof; the balance of \$1,500.00 shall be paid in monthly installments of \$ 50.00. The first such installment to be paid on the 10th day of October, 1972, and a further and like installment to be paid on or before the 10th day of every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

It is mutually agreed as follows:

1. Buyer shall be entitled to possession of the property as of October 1, 1972.
2. After 1/1/1973, Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment.
3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens and encumbrances of whatsoever kind affecting said property after this date; provided, all such taxes, assessments and charges for the current year shall be pro-rated as of 10/1/72 and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for said insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amount to the contract balance upon being tendered a proper receipt therefor.
4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss; all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession.
5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller.
6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, and will place said deed and a Purchaser's Policy of Title Insurance, together with one of these agreements in escrow at First Federal Savings & Loan, S. 6th Br. Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed and policy of title insurance to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller.
7. Buyer shall not assign, sell, transfer, lease or in any way dispose of, or set over, any of his right, title or interest in said property or hereunder without first obtaining the written consent of Seller to so do;

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Know all men by these presents, that I, the undersigned, a Notary Public in and for said County and State, personally appeared the within named EDGAR J. McCOLLUM and HARRIET McCOLLUM, husband and wife, and HOWARD E. WEST and SALLY A. WEST, husband and wife,

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 28th day of September, 1972, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named EDGAR J. McCOLLUM and HARRIET McCOLLUM, husband and wife, and HOWARD E. WEST and SALLY A. WEST, husband and wife,

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 affixed my official seal the day and year last above written.

Dee L. Owen
Notary Public for Oregon.
My Commission expires 9/23/73

PROVIDED, FURTHER, that in case Buyer 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 Seller 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 this 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 Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer 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 Buyer, while in default, permit the premises to become vacant, Seller 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 Seller 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, Buyer 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 seller in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the Buyer further promises to pay such sum as the appellate court shall adjudge reasonable as seller's attorney's fees on such appeal.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any 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, executors, administrators, successors, and assigns, subject to the foregoing.

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

Edgar J. McCollum *Harriet McCollum* *Howard E. West* *Sally A. West*

From the office of
P. Z. Puckett,
Attorney at Law,
First Federal Bldg.,
Klamath Falls, Oregon

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EXHIBIT "A"

DESCRIPTION OF PROPERTY

The following described real property situate in Klamath County, Oregon:

A parcel of land situated in Lot 69 of Fair Acres No. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Commencing at a concrete monument marking the northwest corner of said Lot 69 as the same was originally platted; thence North 89°51'27" East along the Northerly line of said Lot 69, 160 feet to a 1 inch iron pipe marking the point of beginning for this description; thence continuing North 89°51'27" East along said Northerly lot line 200 feet to a 1/2 inch iron pin; thence leaving said lot line South 00°03'47" West 135.86 feet to a 1/2 inch iron pin; thence South 89°49'59" West 200 feet to a 1/2 inch iron pin; thence North 00°03'47" East 135.96 feet to the point of beginning, containing 0.62 acre, more or less.

NOTE: A deed to the above described property should include the following easement:

TOGETHER WITH: A nonexclusive easement to a strip of land 60.00 feet in width for roadway purposes being more particularly described as follows: Commencing at a concrete monument marking the Northwest corner of said Lot 69 as the same was originally platted; thence North 89°51'27" East, 5.00 feet to a 1/2 inch iron pin on the Easterly right of way line of Homedale Road as the same now exists; thence South 00°03'47" West along said right of way line 136.02 feet to a 1/2 inch iron pin marking the point of beginning of this description; thence leaving said right of way line North 89°49'59" East 355.00 feet to a 1/2 inch iron pin; thence South 00°03'47" West 60.00 feet; thence South 89°49'59" West 355.00 feet to a 1/2 inch iron pin on said right of way; thence North 00°03'47" East along said right of way to the point of beginning.

KLAMATH COUNTY TITLE CO.

By *Harold Furness*
Secretary

SUBJECT TO: 1972-73 real property taxes which are now a lien, but not yet payable, and all future real property taxes and assessments; liens and assessments of Klamath Project and Enterprise Irrigation District and regulations, contracts, easements and water and irrigation rights in connection therewith; rules, regulations, and assessments of South Suburban Sanitary District; reservations, restrictions, easements and rights of way of record, and those apparent on the land.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE COthis 29th day of SEPTEMBER A. D. 1972 at 10:33 o'clock AM. and duly recorded inVol. M. 72 of DEEDS on Page 11067FEE \$ 6.⁰⁰

WM. D. MILNE, County Clerk

By *Hazel Drayal*