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This Agreement, made and entered into this 15 day of May 1973, by and between
 LENA MAY CHILDRESS hereinafter called Seller, and CECIL E. BLAKELY and MELBA L.
 BLAKELY, 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 attached hereto and by this reference made a part
 hereof, subject to the exceptions on said Exhibit described.

The purchase price thereof shall be the sum of \$3,500.00, payable as follows: \$1,000.00 upon the
 execution hereof; the balance of \$2,500.00 shall be paid in monthly installments of \$100.00
 including interest at the rate of 1 1/2% per annum on the unpaid balances, the first such installment to be paid on the
 15th day of June 1973, and a further and like installment to be paid on or before the 15th 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. Interest as aforesaid shall commence from 5/15/73; Buyer shall be entitled to possession of the property as
 of 5/15/73

2. After 1/1/74, 1974, 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 promptly pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said
 property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any rea-
 son, assessments, liens, purported 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 prorated as of 5/15/73 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 season-
 ably for 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 amounts 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, unless otherwise therein
 provided, and will place said deed, together with one of these agreements in escrow at United States National
 Bank, Chiloquin Branch, 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 to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller;

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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 judgement 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.

Lena May Childress Cecil E. Blakely
 Seller Buyer
Melba L. Blakely

STATE OF OREGON, County of Klamath) ss. May 15 19 73
 Personally appeared the above named LENA MAY CHILDRESS, and, CECIL E. BLAKELY

and MELBA L. BLAKELY, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Betty C. Puckett
 Notary Public for Oregon
 My Commission expires: 1-7-76

From the office of
 PRENTISS K. PUCKETT, P.C.
 Attorney at Law,
 First Federal Bldg.,
 Klamath Falls, Oregon
 97601

EXHIBIT "A"

The following described real property in Klamath County, Oregon:

A portion of the SW 1/4 SW 1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian, described as follows:

Beginning at a point on the South line of said Section 21, which point is 435.6 feet East of the Southwest corner of said Section 21, said point also being the Southeast corner of that certain parcel of land conveyed from G. C. Palmer, et ux., to Charles A. Wing, et al., by deed dated November 2, 1945, recorded July 26, 1948 in Deed Volume 223 at page 195; thence North along the East line of the above mentioned parcel of land, 800 feet; thence East to a point which is 300 feet from, when measured at right angles to, the Southwesterly right of way line of the Dalles-California Highway, as now located and constructed; thence South 19° 24' East along a line parallel to and 300 feet from, when measured at right angles to, the Dalles-California Highway, to the South line of the SW 1/4 SW 1/4 of said Section 21; thence West along the South line of said Section 21, 328.9 feet more or less, to the point of beginning.

TOGETHER with an easement 20 feet wide described as follows:

Beginning at a point on the Southwesterly right of way line of the Dalles-California Highway which is South 19° 24' East, 110 feet from the North line of the SW 1/4 SW 1/4 of Section 21, Township 27 South, Range 8 East of the Willamette Meridian; thence South 70° 36' West 320 feet; thence South 19° 24' East along a line parallel to and 320 feet from, when measured at right angles to, the Southwesterly right of way line of the Dalles-California Highway, to the North line of the property conveyed to Charles A. Wing, et al., by deed dated November 2, 1945, recorded July 26, 1948 in Deed Volume 223 at page 195; thence East to a point which is 300 feet from, when measured at right angles to, the Dalles-California Highway; thence North 19° 24' West to the Northwest corner of property conveyed to William M. Taylor, et ux., by deed dated August 20, 1951, recorded July 21, 1955, in Deed Volume 276 at page 157; thence North 70° 36' East along the North line of the above mentioned property, 300 feet, more or less, to the Southwesterly right of way line of the Dalles-California Highway; thence North 19° 24' West along said right of way line 20 feet, more or less, to the point of beginning.

1711-1112-4 to the point of beginning.
538 Main

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of P.K. Puckett

this 22 day of May A.D., 1973, at 5:00 o'clock P.M., and duly recorded in

Vol. 73 of Deeds on Page 6224
fee 6.00

WM. D. MILNE, County Clerk

By *Hazell D. Dugan*