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Vol: 20 Page 13200

This Agreement, made and entered into this 25th day of September 1973, by DEAN O. MILLER and NAOMI B. MILLER, husband and wife, hereinafter called Seller, and BEARCAT, INC., an Oregon 19 73 , by and between

hereinafter called Buyer, (It being understood that the singular Corporation,

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Soller agrees to soll to the Buyer and the Buyer agrees to Buy from the Soller and of the following described property made in Klamath County, State of Oregon, to with A tract of land situated in the NW 1/4 of the NW 1/4 of Section 10, Twp 39 S., R. 9 E.W.M., more particularly described as follows: Beginning at a point that is East a distance of 30 feet and NOO° 34' W a distance of 398.0 feet from the SW corner of the NW 1/4 of the NW 1/4; thence E 622.3 feet to the point of beginning; thence N 00*34' W parallel to the East line of Washburn Way 350 feet; thence E 210.43 feet; thence S 350 feet; thence W 204.28 feet to the point of beginning.

Ŧ SUBJECT TO: 1973-74 real property taxes & all future taxes & assessments; liens & assessments of Klamath Project & Klamath Irrigation District, & re-5 gulations, easements, contracts, water & irrigation rights in connection therewith; rules, regulations, & assessments of South Suburban Sanitary District; easements and rights of way of record, and those apparent on the 3 3 land.

The purchase price thereof shall be the sum of \$ 65,000.00 , payable as follows: \$ 5,000.00 execution hereof: the balance of \$ 60,000.00 shall be paid in InOntaly installments of \$ 727.98 includinginterest at the rate of 8 % per annum on the unpaid balances, the first such installment to be paid on the 15th day of October , 19 73 , 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.

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1. Interest as aforesaid shall commence from 10/1/73 :: Buyer shall be entitled to possession of the property as of date hereof

2. After 1/1/ , 19 75 , buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment; -Ene tañ

3. Buver shall 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 reason, 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 pro-rated as of date hereof 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 insurance, Seller may pay any or all such amounts and any such payment shall be added to the puchase 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 events 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 casually 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 possessi

5. Buyer agrees that all improvements now located or which shall bereatter 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 maintatin 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 fired 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 First Federal Savings Loan Association Klamath Falls, Oregon, and shall enter into written escrow instructions in form salisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer shall have paid Loan Association 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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Altorney of Low. First Federal Bidg. Scanal Folls, Oregon Linux. PUCKETT, P.C. SSILNAR Belore mei and acknowledged the toregoing instrument to be their voluntary act and deed. and and produce of Personally appeared ine above named DEAN O. MILLER and NAOMI B. MILLER AND Secondly appeared in above named Etel 200 xadnatgas ... Члешегу STATE OF OREGON, County of Sec Buxor **ATRIBIDE** 2 Turu Prestdent U BY HUNDER BENER 0 datat et la the day and year first herein written MIL 1000 - 4 2 S. A BLACK specilve heirs, executors, administrators, successors and assigns, subject to the foregoing. This consert and in the parties the possible of the ball of as the circumstances may require, the parties therefor and the rest of the way affect Soller's right neteutider to annous me among travision, or as a waiver of the provision fiscal fragment of the provision in a second of the provision way allect Seller's right hereunder to enforce the same, nor shall any waiver by Seller's right hereach of any provision, hereaf be Buyer further agrees that failure by Seller at any time to require performance, by Buyer of any provision hereof shall in no 10-12-1 [πι[μει bιομιέεε (ο bak ancy ann as the appellate court shall, adjudge reosonapje as soller's altorney's fees on such appeal. to be allowed soller in said suit or action, and if an appeal, is taken from any judgement or decree of such trial court, the Buyer pay reasonable cost of tille report and tille search and such sum as the trial court may adjudge reasonable as attorney's fees And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions heread, Buyer agrees to d to have waived his right to exercise any of the foregoing rights. of projecting and preserving the property and his security interest therein, and in the event possession is so (aken by Seiller he Should Buyer, while in default, permit the premises to become vocant. Seller may lake possession of same for the purpose in the constant of the second second second as absolutely, fully and perfectly as it this agreement had never been made. by Soller to be performed and without any right of Buyer of reclamation or compensation for money paid or for improvements made, mises aloresaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act hereby created or then existing in favor of Buyer derived under this agreement shall ulterly cease and determine, and the prein any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest able; (3) To epecifically enforce the terms of this agreement by suit in equily; (4) To declare this contract null and void, and (1) To foreclose this contract by strict foreclosure in equily; (2) To declare the full unpaid balance immediately due and paypayment and strict performance being declared to be the essence of this agreement, then Soller shall have the following rights: 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 PROVIDED, FURTHER, that in case Buyer shall fail to make the payments aforeadd, or any of them, punctually and upon 化化学化学 医试验症 萨兰斯顿的名词 and bestepperd better the most though a first market a large fill a first Sec. 7. 1 egel alle alle the market for a lock of the second for the second ได้ ของมีรู้ไม่มี ได้แสดงแล้งมี และสมพิษัทมี และการเป็นได้ สีมุญมีมา เพิ่มไป เป็นจะมีเป็นได้ ynous a n skasusure de hydre y h hatter han y kan de Franklike iel zas vienes vienes in svers vers vers sel events erre al roch evens. Fal sen rice vers vers ar neverskard res vers vers versen vers de rige spender have a case on our boyes of and negative pleases a down in the second

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1. That Buyer accepts the improvements located on the above property based on its own examination and accepts the same in the property based on its own examination and accepts the same in the condition existing at this time of this agreement and certifies that no agreement or promise to alter, repair or improve said precondition existing or promise to alter, repair of improve that no agreement or promise to alter, seller.

in mises or improvements has been made by Seller.

The second of the real PROVIDED, FURTHER, that in case Buyer shall fail to make the payments aloresaid, or any of them, punctually and upon

PROVIDED, FURTHER, that in case Buyer shall tail to make the payments atoresate, or any or them, pointain, and the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this following rights 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 pay-(1) to torectose this contract by surici torectosure in equity; (2) to accure the full unpata balance immediately are and pay-able; (3) To specifically enforce the terms of this agreement by suit in equity; (4) To declare this contract null and void, and apie: (a) to specifically enforce the terms of this agreement by suit in equity; (a) to accure this contact that and vote, 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 in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, an the right and interest hereby created of then existing in favor of Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act mises dioresala shall revert and revest in Seller without any declaration of torieiture of act of re-entry, and without any other act by Soller 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 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. case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, Buyer agrees to

And in case suit or action is instituted to toreclose this contract of the endorse diry of the provisions network buyer, buyer by the provisions network buyer by the provision of the provision of the report and the search and such sum as the trial court may adjudge reasonable as attorney's fees pay reasonable cost or the report and the search and such sum as the that court may adjudge reasonable as alterney's rees 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 buyer runner agrees that taking by sener at any time to require performance by buyer of any provision hereof shan 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 walver of any succeeding breach of any such provision, or as a walver of the provision itself. This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereid and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

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By: formult Buyer Presid herein written. the parties the day and year first Buyer President illy-Mannie B Mulley September 25 193 Personally appeared the above named _______ DEAN O.______ MILLER and NAOMI B._______ MILLER ALLER ALL STATE OF OREGON, County of _____Klamath_____

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and acknowledged the foregoing instrument to be their voluntary act and deed. Notary Public for Oregon My Commission expires: 10-17, 16

From the office of PRENTISS K. PUCKEIT, P.C. Altorney at Law, First Federal Bldg., Klemath Falls, Oregon

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13202 STATE OF OREGON September 25, 1973 88. COUNTY OF Klamath Fersonally appeared DONALD C. CARSON and PATRICIA A. CARSON who, being duly sworn, each for the other, did say that the former is the President and that the latter is the secretary of BEARCAT, INC., a corp-oration, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its volun-tary act and deed. Return t 1.Car Bean Cat line Boy 334 City Notary Public for Oregon My Commission expires: 10-17.76 ัญ STATE OF GREGOM; COLD BY (CE DELY CUE) () AN Filed for record at regression JACK DEMPSEY A. D. 1973 / 3;51 this 28th day of SEPTEMBER old & PIA, and duly recorded in Vol. M 73 , cf ... DEEDS . on Poga 13200 W2D. Milletter, County Clark FEE \$ 6.00 hazil - ALA . 65% 25 F.4.1 M 51.920 1V2 August