

The South 80 feet of Lot 579, Block 115, MILLS ADDITION
to the City of Klamath Falls, Oregon

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10.00

However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).¹

In construing this deed and where the context so requires, the singular includes the plural, the masculine includes the feminine and the neuter and, generally, all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, the grantor has executed this instrument on the 13th day of November, 19 73; if the grantor is a corporation, it has caused its corporate name to be signed and its corporate seal to be affixed hereunto by its officers duly authorized thereunto by order of its board of directors.

STATE OF OREGON,)
Klamath) ss.
County of)
November 13, 1973.
Personally appeared the above named
Lenora L. Cone and William H. Cone,
and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

STATE OF OREGON, County of _____) ss.
_____, 19____
Personally appeared _____ and _____
_____, _____ who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____, _____ president and that the latter is the
_____, _____ secretary of _____
_____, _____ a corporation,
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 be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.
Before me;

(OFFICIAL
SEAL)

NOTE - The sentence between the symbols (1), if not applicable, should be deleted. See Chapter 462, Oregon Laws 1967, as amended by the 1967 Special Session

STATE OF OREGON, } ss
County of Klamath }

I certify that the within instrument was received for record on the 15 day of November, 19 73, at 1:25 o'clock P.M., and recorded in book N 73 on page 1688 Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. MILNE
County Clerk Title.
By *Lucius D. Mitchell* Deputy

Fee 2.00

NOV 15 1 31 PM 1964

28-6132

Vol. 1173 Page

This Agreement, made and entered into this 5th day of November, 1964 by and between Don C. Gerwick and Bernice C. Gerwick, husband and wife, hereinafter called the vendor, and James Edgar Osborne and Minnie Allison Osborne, husband and wife, hereinafter called the vendee, (it being understood that the singular shall include the plural if there are two or more vendors and/or vendees)

WITNESSETH
as Tenants in Common,

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:

Township 22 South, Range 8 East of Willamette Meridian:
SE 1/4, SE 1/4, NE 1/4, SE 1/4 of Section 17;
NE 1/4 of Section 19;
NE 1/4, SE 1/4 of Section 20;
SW 1/4 of Section 21;
All of Section 29;
All of Section 30;

EXCEPTING THEREFROM the South 20 feet of SE 1/4 of said Section 20.

SUBJECT TO easements and rights of way of record and those apparent on the land, and to reservations of record.

Together with the following described personal property, to-wit:
Gasoline tank and hose; about 100 feet of 4" aluminum pipe; two well pumps;
One diesel pump and trailer; Electric pump and 25 H.P. motor; Harrow; all water troughs situate on the real property; cattle working chute,

and all furniture in the home on the premises,

at and for a price of \$165,000.00 payable as follows, to-wit:

execution of this agreement, the receipt of which is hereby acknowledged: \$ 20,000.00 at the time of the
per annum from December 1, 1964 \$ 145,000.00 with interest at the rate of 5 %
year, inclusive of interest, the first installment to be paid on the 1st day of June 11,636.25 per
1965, and a further installment on the 1st day of every June thereafter until full balance and interest
are paid. All or any part may be prepaid after January 1, 1968.

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, 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 hereafter 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 80% of insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee with certificate thereof to vendor; that vendee shall pay regularly and seasonably and before the same shall become delinquent all taxes, assessments, liens and incumbrances of whatsoever nature and kind, it being agreed that those for the current fiscal year will be pre-rated as of December 1, 1964.

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrance whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property December 1, 1964.

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 those above set forth.

which vendee assumes and will place said deed, together with purchasers' title insurance policy,

together with one of those agreements in escrow at the First Federal Savings and Loan Association of Klamath Falls at Klamath Falls, Oregon, hereby instructing said escrow holder that when, and if, the vendee shall have paid the balance of the purchase price and shall have in all other respects fully complied with all of the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

PROVIDED, FURTHER, time shall be of the essence of this agreement and if the vendee shall fail, refuse or neglect, for a period of 30 days, to pay either or any of said installments or any of said interest, promptly as the same becomes due, or shall fail to keep and perform any of the agreements herein contained, then all of the rights of the vendee in and to said property and under this contract shall at the vendor's option, immediately and utterly cease and determine, and the property here- in described shall revert to and revest in the vendor without any declaration of forfeiture or act of re-entry, or without any other act by the vendor to be done or performed and without any right of the vendee of reclamation or compensation for money paid or for improvements made on said property as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the vendor under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the vendor as the accrued and reasonable rent of said property from this date to the time of such forfeiture and the liquidated damages to the vendor for the vendee's failure to complete this contract, and in such case said escrow holder is hereby instructed to deliver said deed and title policy to vendor on demand for same, without notice to vendee. In case suit or action is taken to enforce any provision of this agreement vendee agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable for vendor's attorney fees therein.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respec- tive heirs, executors, administrators and assigns.

Title to the personal property herein described shall pass on execution of this agreement and Bill of Sale therefor be delivered to vendee. As between the parties the purchase price is allocated \$155,700 to the realty and \$2000 to the personal property.

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

From the office of
Ganong & Ganong,
Attorneys at Law,
First Federal Bldg.,
6th & Main,
Klamath Falls, Oregon.

STATE OF CALIFORNIA)
City and County of) SS
SAN FRANCISCO)

BE IT REMEMBERED, That on this 5th day of November, 1964, before me, the under- signed, a Notary Public in and for said County and State, personally appeared the within named Ben C. Gerwick and Bernice C. Gerwick, husband and wife, who are known to me to be the identical persons described in and who executed the within instru- ment and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

NOTARY PUBLIC
My Commission Expires June 14, 1965
My Commission Expires June 14, 1965
My Commission Expires June 14, 1965

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Insurance Co.

this 15 day of November A.D. 1964 at 1:31 o'clock PM, and

duly recorded in Vol. M 73 of Deeds on Page 15089

Fee 4.00

Return: Transamerica Title Insurance Co.