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This Agreement, made and entered into this 1st day of May, 1974, by and between
LAWRENCE H. GOODHEW and VIVIAN A. GOODHEW, husband and wife,
hereinafter called the vendor, and
DAVID B. SCHWARTZ and PAULINE E. SCHWARTZ, husband and wife,
hereinafter called the vendee.

WITNESSETH

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

Lot 9 Block 19, KLAMATH RIVER ACRES, 2nd Addition,
Klamath County, Oregon

at and for a price of \$ 6,000.00 , payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 600.00 at the time of the execution
per annum from May 1, 1974 \$ 5,400.00 with interest at the rate of 8 %
month, in clusive of interest, the first installment to be paid on the 1st day of June
1974, and a further installment on the 1st day of every month, thereafter until the full balance and interest
are paid.

It is understood by the parties hereto that this property is subject to a contract under which the Vendor is purchasing and that they will pay said contract and hold Vendees harmless thereon.

Vendor agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the Route 3, Box 246, Sedro Woolley, Washington

[illegible]

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

Verbleef van 1 tot 14 dagen in een accommodatie met een badkamer en een keuken. De accommodatie is geschikt voor maximaal 2 personen. De accommodatie is gelegen in een rustige omgeving, op een paar minuten lopen van het centrum van de stad. De accommodatie is voorzien van een tv, een koelkast, een oven, een wasmachine en een strijkijzer. De accommodatie is ook voorzien van een balkon met een mooi uitzicht op de stad.

Vendors will, upon full payment of this contract, execute and deliver to Vendees a good and sufficient Warranty Deed conveying fee simple title to said property free and clear of all encumbrances, except, reservations, restrictions, easements & rights of way of record and those apparent upon the land; and any encumbrances caused by the Vendees. This contract shall be recorded in the office of the Klamath County Clerk.

together with some of these arguments in respect to the

[illegible]

GRANTORS, ROBERT

FORM No. 703—WARRANTY DEED

88708

FORM No. 633—WARRANTY DEED

KNOW ALL MEN that I, the undersigned, the husband and hereinafter called the grantor, ROSELYN M. the grantee, does hereby assigns, that certain real estate pertaining, situated in the following described land: 41 South, Range 41 and that portion of Railroad right of amette Meridian; lying and being situate, thence due East of Bank of Lost River stream to its in following said W. NOTE: The assessed premises were so qualified for tax may be levied for was subject to tax

To Have and to hold
And said grantor
grantor is lawfully seized
above set forth
tions, restrictions
on the land and

grantor will warrant and
and demands of all persons.
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~~/ s/ Royce H. Ahe / Actual /~~
~~/ the whole / Consideration /~~
~~/ part of the /~~
In construing this deed,
changes shall be implied
In Witness Whereof
if a corporate grantor, its
order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, My

County Klamath

April 29

Personally appeared the a
& Alice Murrer

5404

RECEIVED FOR RECORD AT THE CLERK'S OFFICE OF THE COUNTY OF KLAMATH, OREGON, MAY 1, 1974.

In the event vendee 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 vendor 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 vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and reversion in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee 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 vendee, while in default, permit the premises to become vacant, Vendor 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 vendor 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, vendee 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 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 provisions 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.

Lawrence H. Goodhue
Vivian A. Goodhue
David B. Schwartz
Pauline E. Schwartz

STATE OF OREGON } ss. *May 1*, 1974.
 County of Klamath }

Personally appeared the above named LAWRENCE H. GOODHUE and VIVIAN A. GOODHUE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

William K. Swartz
 Notary Public for Oregon
 My Commission expires: *9-16-77*

STATE OF OREGON } ss. *May 1*, 1974.
 County of Klamath }

Personally appeared the above named DAVID B. SCHWARTZ & PAULINE E. SCHWARTZ, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

William K. Swartz
 Notary Public for Oregon
 My Commission expires: *9-16-77*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *DAVID B. SCHWARTZ*

this *1st* day of *MAY* A. D., 19*74* at *2:44* o'clock *P*.M., and duly recorded in

Vol. *M 74* of *DEEDS* on Page *5403*

Rev. David B. Schwartz
Rt 3-Box 246
Edwardsdale, Wn

FEF \$ 4.00

WM. D. MILNE, County Clerk

By *Wm. D. Milne* Deputy

GRANTORS, ROBERT

FORM No. 703—WARRANTY DEED.

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FORM No. 632—WARRANTY DEED
 1-1-74

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