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AGREEMENT

THIS AGREEMENT, Made and entered into in Klamath County, Oregon, this 10 day of May 1974, by and between SOUTH SUBURBAN SANITARY DISTRICT, a Quasi-municipal corporation, herein called "district", and ROLAND D. CAMPBELL and RUTH R. CAMPBELL husband and wife, herein called "Campbells":

W I T N E S S E T H:

WHEREAS, district is a sanitary district serving an area within Klamath County, Oregon, and

WHEREAS, Campbells own the real property hereinafter described, which property lies outside the boundaries of district, and

WHEREAS, in the construction of sewer lines of district it was necessary because of the topography of the land to extend the lines of district beyond its boundaries, and

WHEREAS, the lines of district run adjacent to said property of Campbells, and

WHEREAS, Campbells desire to avail themselves of the privileges of connecting with district's sewer lines and to use the service of district for the discharge of domestic sewage originating upon said property.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements hereinafter contained, it is agreed as follows:

1. Upon payment to district of the connection fee charged as provided in the ordinances of district, the receipt of which fee is hereby acknowledged, Campbells hereby are granted the right and privileged to connect sewer lines on said property to the sewer lines of district at a point to be designated by district for the purpose of discharging domestic sewage originating upon said property into said sewer lines of district.

2. Campbells covenant and agree to pay as the same become due and before the same become delinquent all monthly sewer service charges as provided by the ordinances of district or as the same may be amended hereafter.

3. Campbells further covenant and agree that said real property shall be subject to any and all assessments made by the district upon the lands within district at the same rate as may be hereafter assessed against property within district.

(Agreement-1)

4. Campbells further covenant and agree that said property shall be subject to all ordinances, rules and regulations of district, including but not limited to such as may relate to the collection of delinquent accounts and the penalties and interest imposed thereon.

5. It is further understood and agreed that the performance of all obligations herein imposed of Campbells and upon the land herein described shall be secured by this instrument and in the event of default on the part of Campbells, their heirs, successors or assigns, and 10 days' notice in writing to Campbells, their heirs, successors or assigns, at the address of said property set out below, the district may at its election apply to any court of competent jurisdiction to enforce any of the remedies provided by statutes of the State of Oregon, ordinances of district or by this agreement. In further consideration of the premises Campbells do hereby grant, bargain, sell and convey unto said district that certain real property situated in Klamath County, State of Oregon, described as follows:

Tract number 55 of Fairacres subdivision number one consisting of 1.0 acre and lying wholly within the N.W. 1/4, S.E. 1/4, Sec. 35, T 33N, R 2 E W1 located in Klamath County, Oregon.

together with all and singular the tenements, hereditaments and appurtenances therunto belonging or in anywise appertaining, and which may hereafter thereto belong or appertain, and the rents, issues and profits thereof, and any and all fixtures upon said premises at the time of the execution of this mortgage or at any time during the term of this mortgage.

TO HAVE AND TO HOLD the said premises with the appurtenances unto SOUTH SUBURBAN SANITARY DISTRICT, its successors and assigns, forever.

This agreement is intended to secure the prompt and full performance of all terms and provisions herein contained on the part of Campbells to be performed and kept. Campbells covenant to and with district that they are lawfully seized in fee simple of said premises and have a valid title thereto and will warrant and defend the same against all persons; that they will faithfully and completely perform all of the terms and conditions of this agreement and will pay all of the service charges, fees and assessments provided for hereinabove when due and payable and before the same become delinquent.

(Agreement-2)



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NOW, THEREFOR, if the said Campbells, their heirs, successors and assigns, shall keep and perform the covenants herein contained and shall fully and completely perform all of the obligations by them to be performed and kept under this agreement, this conveyance shall be void but otherwise to remain in full force as a mortgage to secure the performance of all of said covenants and the payment of said fees, charges and assessments; it being agreed that upon a failure of Campbells to perform any covenant herein, district shall have the option to foreclose this mortgage at any time, with such default continued; and if suit or action is commenced to foreclose this mortgage, Campbells agree to pay, in addition to the costs and disbursements provided by law, a reasonable attorney fee to be allowed to district in such suit or action or on any appeal taken in connection therewith.

It is further understood and agreed that in the event the said property heretofore described shall be assigned to district, this agreement shall be null and void, and with it its charges and assessments, beginning after the effective date of such assignment, and payment of all charges, fees and assessments due and payable under the terms of this agreement, district will execute and deliver to the said heirs, successors and assigns of the said property a deed of satisfaction in full of this mortgage.

Heirs, successors and assigns of the said property are hereby advised to be bound and benefited by the terms hereof.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be signed this the day and year first hereinabove written.

SOUTH SUBURBAN SANITARY DISTRICT

*Malcolm D. Crawford*  
General Manager  
*Frederic D. Campbell*  
*Frederic P. Campbell*

STATE OF OREGON )

County of KLAMATH )

STATE OF OREGON; COUNTY OF KLAMATH, ss.

Filed for record at request of ED. SUBURBAN SANITARY DIST.  
this 18th day of May A. D. 197h at 11:04 o'clock AM, and duly recorded in  
Vol. 1474 of MECHANICALS on Page 5797

FEE \$ 6.00

WM. D. MILNE, County Clerk  
By *Wm. D. Milne*

*See back page for notes*