

91517

Vol. <sup>11</sup>74 Page 9315

This Agreement, <sup>88-7098</sup> made and entered into this 25th day of June, 1974 by and between  
 THOMAS L. BARTLETT and CAROL M. BARTLETT, husband and wife,  
 hereinafter called the vendor, and  
 ROBERT D. PAULOSKY and ROBERTA H. PAULOSKY, husband and wife,  
 hereinafter called the vendee.

## WITNESSETH

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:

The N $\frac{1}{2}$  of the NW $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  and the  
 NE $\frac{1}{4}$  of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$  of Section 18, Township  
 38 South, Range 11, East of the Willamette Meridian.

SUBJECT TO: Rights of the public in and to any  
 portion of said premises lying within the limits  
 of roads and highways; Easements and rights of way  
 of record or apparent on the land.

The property is also subject to contracts of sale,  
 wherein Benjamin D. Morrison et ux are sellers and  
 Earl F. Oxford et ux are purchasers; and Earl F.  
 Oxford et ux as sellers and vendors herein as  
 purchasers, which said contracts of sale vendees  
 herein DO NOT assume and vendors covenant and  
 agree to hold them harmless therefrom;

at and for a price of \$ 12,000.00 , payable as follows, to-wit:

\$1,200.00 at the time of the execution  
 of this agreement, the receipt of which is hereby acknowledged; \$ 10,800.00 with interest at the rate of 7 $\frac{1}{2}$ %  
 per annum from July 1, 1974 payable in installments of not less than \$ 125.00 per  
 month inclusive of interest, the first installment to be paid on the 1st day of August,  
 1974, and a further installment on the 1st day of every month thereafter until the full balance and interest  
 are paid.  
 Vendees assume any liability resulting from the installation of a well on the  
 premises by Denny M. McClain.

It is understood and agreed that the property which is being sold by this agree-  
 ment is subject to the above described contracts of sale, the Morrison-Oxford contract\*\*  
 (over)

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 United States National Bank, Main Street Branch,

at 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 vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances~~  
 that vendee shall pay regularly  
 and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances  
 of whatsoever nature and kind

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 not cut  
 or remove any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said  
 property July 1, 1974,

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 as above stated,

EXCEPT said above described contracts of sale,  
 which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum  
 of \$12,000.00 covering said real property,  
 together with one of these agreements in escrow at the United States National Bank, Main Street Branch,

at Klamath Falls, Oregon

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee 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 instruments to vendee, but that in case of default by vendee, said escrow holder shall, on demand, surrender said instruments to vendor.

But in case 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 the 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 or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision 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.

\*dated Feb. 9, 1971; the Oxford-Bartlett contract being dated June 8, 1971. It is understood and agreed by the parties hereto as follows: 1) In the event of any default by the buyers in either of the above mentioned contracts, the vendees herein may apply any payments due hereunder to the said contracts to cure the said defaults and receive credit upon this contract for the amount of said payments. 2) That upon full payment of this agreement Vendors shall receive deeds from the above named sellers to complete the chain of title.

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

*Robert D. Paulosky*  
*Robert D. Paulosky*

*Thomas L. Bartlett*  
*Carol M. Bartlett*

STATE OF OREGON

County of Douglas

as.

July 27, 1974

Personally appeared the above named and wife,

Thomas L. Bartlett and Carol M. Bartlett, husband

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

Before me:

*James H. Macomber*  
Notary Public for Oregon

My commission expires: 3-3-75

Unless a change is requested, all tax statements shall be sent to the following name and address:

Robert D. Paulosky  
2241 Greensprings Drive, Space 30  
Klamath Falls, Oregon 97601

From the office of  
GANONG & SISEMORE  
Attorneys at Law  
First Federal Bldg.  
Klamath Falls, Ore.



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FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 29th day of July, 1974,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Robert D. Paulosky and Roberta H. Paulosky, husband and wife.

known to me to be the identical individual(s) described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

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

Marlene T. Wington  
Notary Public in  
My commission 3-21-77

Marlene T. Wington  
Notary Public for Oregon.  
My Commission expires 3-21-77

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.  
this 30th day of JULY A. D., 1974 at 2:55 o'clock P. M., and duly recorded in  
Vol. M 74 of DEEDS on Page 9315

FEE \$ 6.00

WM. D. MILNE, County Clerk

By Harold Brazel Deputy

Ref. name