

WITNESSETH

SUBJECT TO: 1974-75 real property taxes which are now a lien, but not yet payable, and all future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land.

The purchase price thereof shall be the sum of \$ 10,900.00 , payable as follows: \$ 1,200.00 upon the execution hereof; the balance of \$9,700.00 shall be paid in monthly installments of \$ 125.00 including interest at the rate of 8.5 % per annum on the unpaid balances, the first such installment to be paid on the 1st day of October, 1974 , and a further and like installment to be paid on or before the 1st day of every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

It is mutually agreed as follows

1. Interest as aforesaid shall commence from 9/1/74 : Buyer shall be entitled to possession of the property a
of 9/1/74 :

2. After 9/1/74, 1974, buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment;

3. Buyer 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 the date provided for such taxes, assessments and charges for the current year shall be prorated as of 9/1/74 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 reasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase 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 event 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 casualty 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 possession;

5. Buyer agrees that all improvements now located or which shall hereafter 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 maintain 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 first 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 herein 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 satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 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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8. Included in the within and foregoing sale is the following described personal property:

One Electric Range
One Gas Range
Two Refrigerators

9. It is further agreed that Sellers shall, during the term of this agreement, pay all real property taxes and upon presentation of a proper receipt therefor to the escrow holder, said escrow holder is authorized and directed to add such amount so paid to the unpaid balance of this contract.

Should Buyer, while in default, permit the premises to become vacant, Seller 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 Seller 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, Buyer 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 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 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 waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

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

Charles L. Varney
 Seller
 Mary K. Williams
 Buyer
 STATE OF OREGON, County of Klamath
 Sept. 9th 1974

Personally appeared the above named Terry L. Williams and Marilyn K. Williams,
husband and wife,

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

Before me

Notary Public for Oregon
My Commission expires:

From the office of
PRENTISS K. PUCKETT, P.C.
Attorney at Law.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO.

this 23rd day of SEPTEMBER A. D., 1974 at 3:54 o'clock P. M., and duly recorded in Vol. M-74 of DEEDS on Page 12512

Vol. M-74 of DEEDS on Page 12513

WM. D. MILNE, County Clerk

By Charles A. V. Kratman Deputy

LAW OFFICE
BEESLEY & KNUTSON
121 SOUTH SEVEN STREET
KLAVATH FALLS, DR. 3
(503) 862-1111

other appro-
States or act on behalf of
titles or affecting the title to
(38 CFR 36.422), section
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and by authority of
at payment (38 CFR 36.4520),
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