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This Agreement, made and entered into this 8th day of March 1974 by and between HAROLD DIXON, aka Harold E. Dixon, and ESTHER DIXON, aka Esther J. Dixon, husband and wife,

hereinafter called the vendor, and ALBERT C. ACKLIN and ESTHER L. ACKLIN, 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:

All that portion of the SW $\frac{1}{4}$ of Section 24 and the NW $\frac{1}{4}$ of Section 25, Township 39 South, Range 9 East of the Willamette Meridian, lying South of the Southerly right of way line of a drain as described by deed dated November 26, 1913, recorded December 6, 1913 in Volume 41 at page 283, Deed Records of Klamath County, Oregon, and South and West of the Southwesterly right of way line of the Great Northern Railway Company as described by deed dated June 15, 1931, recorded June 20, 1931, in Vol. 95 at page 479, Deed Records of Klamath County, Oregon.

EXCEPTING THEREFROM that portion conveyed to Klamath County, State of Oregon, by deed dated June 25, 1927, recorded June 27, 1927, in Vol. 75 at page 628, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion conveyed to United States of America by deed dated April 26, 1933, recorded June 7, 1933, in Vol. 101 at page 138, Deed Records of Klamath County, Oregon.

ALSO EXCEPTING THEREFROM that portion described as follows: A tract of land in the NW $\frac{1}{4}$ Section 25, Twp. 39 S., R. 9, E.W.M. Commencing at the Southeast corner NE $\frac{1}{4}$ Section 25; thence South 89°33' West on centerline of Henley Road 2172.58 feet; thence North 0°39' East 30.01 to point of beginning; thence North 0°39' East 563.83 feet to an iron pipe on Northwesterly boundary A-4-B Lateral; thence North 51°28' East on said Lateral 739.12 feet; thence South 89°58' West 1062.75 feet more or less to West boundary of Section 25; thence South 0°20' West along West boundary Section 25 1027.46 feet to North boundary of Henley Road; thence North 89°33' East along said road 484.17 feet more or less to point of beginning

SUBJECT TO: Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District; Release of claim for damages and recitals as set out in that certain deed recorded Dec. 6, 1913, in Vol. 41 at page 283, Deed Records of Klamath County, Oregon; Acceptance of the terms and conditions of the Reclamation Extension Act by J. R. Dixon as shown by instrument recorded Nov. 24, 1914, in Vol. 43 at page 111, Deed Records of Klamath County, Oregon; Release of claim for damages and recitals as set out in that certain deed recorded June 20, 1931, in Vol. 95 at page 479, Deed Records of Klamath County, Oregon; Easements and rights of way of record or apparent on the land.

The property is also subject to the following:

Mortgage to The Federal Land Bank of Spokane, a corporation, dated May 5, 1958, recorded May 8, 1958, in Vol. 182 at page 206, Mortgage Records of Klamath County, Oregon;

Mortgage Reamortization Agreement dated Nov. 3, 1971, recorded Nov. 9, 1971, in Vol. M71, page 11700, Mortgage Records (affects above-described Mortgage to The Federal Land Bank of Spokane;

Mortgage to United States of America, acting through the Farmers Home Administration, dated Oct. 9, 1961, recorded Oct. 10, 1961, in Vol. 206 at page 88, mortgage records of Klamath County, Oregon;

Mortgage to Aralum Window & Door Co., which was thereafter by instrument recorded Mar. 16, 1965, in Book 229 at page 189, Deed Records, assigned to Reynolds Aluminum Credit Corp. (affects NW $\frac{1}{4}$ Sec. 25, lying Southwest of Railroad, Twp. 39 S., R. 9, E.W.M.);

which above-described mortgages vendees herein DO NOT assume, and vendors covenant and agree to hold them harmless therefrom.

NOTE: The above property has been granted special assessments for farm use, and when same is terminated it will be subject to additional ad valorem tax;

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at and for a price of \$ 65,000.00 , payable as follows, to-wit:

\$ 10,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 55,000.00 with interest at the rate of 7½ % per annum from March 10, 1974, . payable in installments of not less than \$ 7,000.00 per year , in clusive of interest, the first installment to be paid on the 10th day of March , 1975 , and a further installment on the 10th day of every March thereafter until the full balance and interest are paid. **Vendees may pay all or any part after ten years.**

It is understood and agreed that vendors will release from the lien of this agreement of sale, and will obtain releases from the above-mentioned mortgages, a parcel not to exceed one acre for the purpose of building a home. Vendees shall furnish the description of the parcel to be released. Said parcel shall be in the East corner or the West corner adjacent to the access road.

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,**

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 hereinafter 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 \$ full insurable value with loss payable to the parties as their respective interests may appear, and policy or policies of insurance to be held **by vendees, copy to vendors,** 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 the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property **immediately.**

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 mortgages,
which vendee assumes, and will place said deed and purchasers' policy of title insurance
in sum of \$65,000.00 covering said real property,

together with one of these agreements in escrow at the **First Federal Savings and Loan Association of Klamath Falls,**

at Klamath Falls, Oregon

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VA AND EMP
SERVICE DATA

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 re-vest 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 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.

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

Albert C. Acklin
Esther L. Acklin
Harold Dixon
Esther Dixon

March 22, 1974

STATE OF OREGON)
 County of Klamath) SS

Personally appeared the above named Harold Dixon, aka Harold E. Dixon, and Esther Dixon, aka Esther J. Dixon, husband and wife; and Albert C. Acklin and Esther L. Acklin, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

JAMES W. WESLEY
 Notary Public for Oregon
 My commission expires 1-20-76

James W. Wesley
 Notary Public for Oregon
 My Commission Expires: 1-20-76

From the office of
 Gamong, Gamong & Gordon
 Attorneys at Law

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

+ Ret. = *Albert C. Acklin*
 6730 - Glenview Road
 155

STATE OF OREGON; COUNTY OF KLAMATH; ss:

ALBERT C. & ESTHER L. ACKLIN

Filed for record at request of _____
 this 12th day of NOVEMBER A. D., 1974 at 11:00 o'clock A. M., and duly recorded in

Vol. 71 of _____ on Page 11527

FEE \$ 6.00

WM. D. MILNE, County Clerk

Deputy

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