

94959

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This Agreement,

28-823

made and entered into this 1st day of November, 1974 by and between
hereinafter called the vendor, and

ALBERT J. TANNER and GERT ANN TANNER, husband and wife,
hereinafter called the vendee.

WITNESSETH

Vender 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:

Portion of Government Lots 21, 28 and 29 lying West of the
Old Dalles-California Highway, Section 4, Township 36 South,
Range 7 East of the Willamette Meridian.

Subject to: Regulations, including levies, assessments,
water and irrigation rights and easements for ditches and
canals, of Modoc Irrigation District; easements and rights
of way of record or apparent on the land.

The property is also subject to all zoning ordinances, rules
and regulations applicable to the above described property;

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at and for a price of \$ 27,000.00

payable as follows, to-wit:

\$ 2,000.00 at the time of the execution
of this agreement, the receipt of which is hereby acknowledged; \$ 25,000.00 with interest at the rate of 8 %
per annum from November 1, 1974, payable in installments of not less than \$3,000.00 per
year inclusive of interest, the first installment to be paid on the 1st day of October
1975, and a further installment on the 1st day of every October thereafter until the full balance and interest
are paid. All or any portion may be prepaid without penalty.

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,
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 said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not
less than \$ with loss payable to the parties as their respective interests may appear, said
policy or policies of insurance to be held 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 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,

which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum
of \$27,000.00 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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