

14849

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 revest 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.

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

*Albert J. Tanner*  
*Geri Ann Tanner*

*Lyle A. Haas*  
*Lois Marian Haas*

STATE OF OREGON }  
County of Curry } ss. November 13, 19 74

Personally appeared the above named Lyle A. Haas and Lois Marian Haas, husband and wife,

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

Before me: *[Signature]*  
Notary Public for Oregon  
My commission expires: 8-13-78

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

AFTER RECORDING--Albert J. Tanner and Geri Ann Tanner  
Star Route, Box 23A  
Chiloquin, Oregon 97624

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

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STATE OF OREGON,

County of Klamath

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

BE IT REMEMBERED, That on this 13th day of November, 1974, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Albert J. Tanner and Ceri Ann Tanner, 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.

*Shirley D. Buckner*  
Notary Public for Oregon.  
My Commission expires 11/25/76

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO.  
this 19th day of NOVEMBER, A.D. 1974 at 10:40 A.M., and  
duly recorded in Vol. N 74, of DEEDS, on Page 14848

Fee \$ 6.90

Wm D. MILNE, County Clerk

By *Hazel Dray*

RECEIVED  
NOV 19 1974

10:40 am