Mi 16169 Vol. 74 Poge 95952 by and between December . 1974 This Agreement, made and entored into this 10th day of H. O. HANSON and MARY M. HANSON, husband and wife, LEONARD S. HUMPHREY and EVELYN L. HUMPHREY, husband and wife, hereinalter called the vendor, and hereinalter called the vendee. WITNESSETH to buy from the vendor all of the ddtees and the vendee to sell to the vendee following described property situate in Klamath County, State of Oregon, to-wit: Lot 10 in Block 13 of HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon, according to the duly recorded plat thereof on file in the office of the County Clerk of Klamath County, Oregon. DEC 2 3 1914 Subject to: Reservations, restrictions, easements and rights of way of record or apparent on the land, if any; 5 RECEIVED. \cap , payable as follows, to-wit: at and for a price of \$ 16,000.00 at the time of the execution 1,000.00 of this agreement, the receipt of which is hereby acknowledged; \$ 15,000.00 with interest at the rate of 7 of this agreement, the receipt of which is hereby acknowledged; \$ 15,000.00 with interest at the rate of 7 bi this agreement, the receipt of which is hereby acknowledged; payable in installments of not less than \$ 150.00 per per annum from December 1, 1974, payable in installments of not less than \$ 150.00 per month, inclusive of interest, the first installment to be paid on the list day of January 1975, and a further installment on the list day of every month thereafter until the full balance and interest 19 75, and a further installment on the lst day of every month thereafter until the are paid. All or any portion may be prepaid without penalty. per annum from to make sold payments promptly on the dates above named to the order of the vendor, or the South Sixth St. Branch, First National Bank of Oregon, 8" 25at Klamath Falls, agrees Vendee Cregon: to keep said property at all times in as good condition as the same now are, that no improvement, now on or which chegon: to scorp suit property at an innes in as good containen as the same new and, that no ingrovement, new 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 that said property, will be kept insured in companies approved by vehicle. against loss of demage by the in a sum nor less than \$ full insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendees, copy to vendors, poincy or poincies of insurance to be near by connector, copy of 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 and ogress not to sums of permit any part of sold property to become subject to any lakes, assessments, new, charges of incumbrances whatsoever having procedence over rights of the vendor in and to said property. Vendoe shall not cut incumbrances whatsoever having processive over lights of the vendor in and to sold property. Vendoe shall be enlitted to the possession of said or remove any timber on the premises without written consent of vendor. Vendee shall be enlitted to the possession of said Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee eimple title to said property free and clear as of this date of all incumbrances whatsoever, except as above stated, and the second together with one of these agreements in escrow at the South Sixth St. Branch, First National Bank of Oregon,

16170

and shall ontor into writton escrow instruction in form satisfactory to sold escrow holder, instructing staid holder that when, and if, vondee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall doliver said instruments to venday, but that in case of default by vendee said escrow holder shall, or demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or ony of them, punctually and upon the strict where and a 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 foroclose 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 cuit in equity; (4) To declate this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suli in equity, oil the right and inlevest hereby created or then existing in favor of vendee derived under this agreement shall utterly coase and determine, and the premises aforesaid shall revert and revest in vendor without any declaration of forfaiture or act of reantry, and without any other act by vendor to be performed and without any right of vendoe 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 tille search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's lees 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 vender 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 write

2/18 A Arian Seoneral S. Kumphi Mary m. Hanson Evelyn X. Hurses

STATE OF OREGON County of Klamath

くと思想が必要に

1. 1. 2.

December 20 19 74

and Leonard S. Humphrey and Evelyn L. Humphrey, husband and wife,

and acknowledged the foregoing instrument to be <u>their</u> act and deed.

Before me: Julla 2 June Notary Public for Oregon Vert 8 19 My commission expires:

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

Leonard S. Humphrey, 7767 Skyline Drive, Klamath Falls, Oregon 97601. Return to Leonard's Humphany-Humphile

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

STATE OF OREGON; COUNTY OF KLAMATH; ss. GALOME & SISEMORE

Filed for record at request of this 23rd day of DEJENDER A. D., 1974 at 2;30 o'clock^p.M., and duly recorded in

_____ on Page _____6169 Vol. M. 74 of DEEDS WM. D. MILNE, County Clerk

FEE \$ 4.00

and prove

Deputy