VOPIS

This Agreement, made and entered into this 24th day of April , 19 75 by and between PATRICK C. MORAN and MARY L. MORAN, husband and wife,

hereinofier called the vendor, and PAUL I. FIELDS and SHARON K. FIELDS, husband and wife, hereinoster called the vendee.

WITNESSETH

Vendor 5 agrees to sell to the vendee 5 and the vendee 5 agrees following described property situate in Klomath County, State of Oregon, to-witt

> Lot 13 in Block 4 of ALTAMONT ACRES, Klamath County, Oregon

at and for a price of \$13,000.00

, payable as follows to with

of this agreement, the receipt of which is hereby acknowledged; \$10,000.00 with interest at the rate of 8 month in clusive of interest, the first installment to be paid on the 25th day of May month interest until the full belong are paid. 3,000.00 month thereafter until the full balance and interest

Vendoe agrees to make said payments promptly on the dates above named to the order of the survivors of them, at the First Federal Savings and Loan Association,

at Klamath Falls. Oragon; to keep said property at all times in as good condition as the same new 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 less or damage by fire in a sum not less than that ins. value with less payable to the parties as their respective interests may appear, said policy or policies of insurance to be held vendors copy to vendees that vendee shall pay regularly that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all laxes, assessments, liens and and incumbrances of whatsoever nature and kind. Taxes to be provided as of April 25, 1975.

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 vender in and to each property. Vendee shall be entitled to the possession of said property as of April 25, 1975.

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 os of this date of all incumbrances whatsoever, except reservations, restrictions, easements and rights of way of record and those apparent upon the land; rules, regualtions, liens and assessments of water users and sanitation districts.

which vendee assumes, and will place eaid deed

together with one of these agreements in escrow at the First Federal Savings and Loan Association.

at Klamath Falls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrow 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 escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender edid instruments to vendor.

Escrew fees shall be deducted from the first payment made hereunder. The escrew holder may deduct cost of necessary tevenue stampe from final payments made hereunder.

In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and of 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 decloted 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 enterce the terms of this agreement by suit in equity: (4. To doctare 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 vendeo derived under this agreement shall utterly coase and determine, and the premises alcrescid shall revert and revest in vendor without any declaration of toriciture or act of reentry, 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, Vender may take possession of same for the parpose 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

Vendee further agrees that failure by vender at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right horeunder 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 protoun shall be taken to mean and include the plural, the mosculine, 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.

	STATE OF OREGON,	FORM NO. 23 — ACKNOWLEDGMENT STEVENSINES LAW PUB. CO., PORTLAND, OME.
	County of Klamath	\ss.
T WAS SELECTED AND	BE IT REMEMBERED, That before me, the undersigned, a Notary I named PATRICK C. MORAN an	on this. 24th day of April . 1975 , Public in and for said County and State, personally appeared the within and MARY L. MORAN,
	acknowledged to me that they	widual S described in and who executed the within instrument and executed the same freely and voluntarily. TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. Notary Public for Oregon. My Commission expires March 21, 1977
	Witness the hands of the parties the	day and year first herein written.
1.1	•	$\mathcal{D}_{\mathcal{L}} = \mathcal{L}(\mathcal{D}_{\mathcal{L}})$
C F	and	
	VANDENBERG AND BRANDSNESS ATTORNEYS AT LAW	Them A Della
	411 PINE STREET KLAMATH FALLS, OREGON 97601	
S	STATE OF OREGON: COUNTY OF KLA	MATH: SS.
F	'iled for record at request ofTRANS	D., 19 75 at 11;00 o'clock A.M., and duly recorded in

2 Deputy

WM. D. MILNE, County Clerk

FEE \$ 4.00

Vol. M 75 of DEEDS

Nil