

1405
This Agreement, made and entered into this 14th day of October, 1974 by and between
Laurence W. Sandberg and Marth A. Sandberg, husband and wife

hereinafter called the vendor, and
GERALD MAYBERRY and GLADYS E. MAYBERRY, 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:

The N 1/2 of the W 1/2 of Lot 14, Section 7, Township 35
South, Range 7 E.W.M., less the 30 foot roadway on the West
side thereof.

at and for a price of \$ 14,150.00, payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 7,000.00 at the time of the execution
per annum from date of contract \$ 7,150.00 with interest at the rate of 7 %
month in installments of not less than 100.00 per
month inclusive of interest, the first installment to be paid on the 5th day of November,
1974, and a further installment on the 5th day of every month thereafter until the full balance and interest
are paid.

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 United States National Bank of Oregon 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 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 full ins. value with loss payable to the parties as their respective interests may appear, said
policy or policies of insurance to be held Vendor copy to Vendees 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 be entitled to
the possession of said property as of date of contract, November 1, 1974

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 reservations,
restrictions, easements and rights of way of record and those appar-
ent upon the land;

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the United States National Bank of Oregon

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 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.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps 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 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 this 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 revent 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 provisions 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.

It is understood and agreed that there is a certain Contract dealing with the above-described property, including the terms and provisions thereof, said Contract not of record but is disclosed in the Estate of Raymond A. Bigger #67-51, escrowed at United States National Bank, Escrow No. 29-851, which Contract Grantees do NOT assume and Grantors agree to hold Grantees harmless.

It is further understood and agreed that the Vendees herein shall pay all taxes and insurance when due. However, in the event Vendees do not pay the taxes and insurance when due, the Vendor may, at her option, pay said taxes and insurance and add them back to the principal of this contract by presentation of paid receipts to the escrow holder herein. Said amounts so added to bear interest at the rate provided herein.

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

After recording return to Mr. and Mrs. Gerald Mayberry
Star Route Box 94
Chiloquin, Or 97624

VANDENBERG AND BRANDNESS

ATTORNEYS AT LAW
411 PINE STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE 503/882-5501

Laurena W. Sandberg
Martha Sandberg
Gerald Mayberry
Raymond B. Mayberry

6284

FORM NO. 23 — ACKNOWLEDGMENT
STATE OF OREGON, LAWS 1971, C. 1, § 10, 1972, C. 1, § 10

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED. That on this _____ day of October, 19 75
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Gerald Mayberry and Gladys E. Mayberry

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.

Notary Public for Oregon.

My Commission expires 8-5-75

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLANATH COUNTY TITLE CO.

this 5th day of June A. D., 1975 at 3:30 o'clock p. M., and duly recorded in

Vol. M 75, of DEEDS on Page 6282

FEE \$ 6.00

WM. D. MILNE, County Clerk

By [Signature] Deputy