

This Agreement, made and entered into this 14th day of January, 1972, by and between AGNES LAURA HENDRICKS and MARY ANN HALTERMAN, hereinafter called the vendor, and CHARLES C. HERNSTROM and JEANNETTE R. HERNSTROM, 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 E $\frac{1}{2}$ of Lot 3 in HENLEY.

Subject to: Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District; Reservation in the deed recorded October 30, 1958, in Deed Volume 305 at page 495.

TOGETHER with the following described personal property, to-wit:

Steam Table; Grill with Hood; Glasco Chest Ice Box; Two Basket French Fryer; General Electric Ice Box; Crystal Tip Ice Machine; Hamilton Beach Malt Mixer; Taylor Ice Cream Machine; Day & Night Gas Heater in Cafe; Dearborn Gas Heater in Apartment; Pie Case; Ice Cream Cone Dispenser; 2 Booths with Tables; 4 Benches; Counter and 6 Stools; Pots, Pans and Dishes; Sugar and Salt Shakers, Napkin and Menu Holders, Sundae dishes, Milk Shake Glasses, Silverware, and other Misc.; Cash Register; Keen Kut Shoe Stringer; Hamburger Press; 2 Hot Plates; (including vendors' right to use Crater Lake Freezer; Coca Cola Machine; Pepsi Machine; Cory Coffee Machine);

Subject to: Personal property taxes which became a lien on January 1, 1972;

at and for a price of \$ 14,500.00, payable as follows, to-wit: (\$12,500.00 is attributed to real property and \$2,000.00 is attributed to personal property);

\$ 4,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 10,500.00 with interest at the rate of 7 % per annum from February 15, 1972, payable in installments of not less than \$ 100.00 per month, inclusive of interest, the first installment to be paid on the 15th day of March 1972, and a further installment on the 15th 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, at the First Federal Savings and Loan Association of Klamath Falls,

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 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, that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatever 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 February 15, 1972.

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, bill of sale for said personal property, with a bill of assumed business name executed by vendees, termination of financial statement (if any), and purchasers' policy of title insurance 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

Exhibit No.
2846.

Bal. 8,756.08

Int pd to: 6-15-75