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38-4627

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This Agreement, made and entered into this 9 day of Sep, 1975 by and between
 JAMES L. MCCALL and MARILYN R. MCCALL, husband and wife,
 hereinafter called the vendor, and
 GROVER D. HESS and ELIZABETH I. HESS, husband and wife,
 hereinafter called the vendee.

WITNESSETH

Vendor S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon, to-wit:
 A portion of the S 1/2 of the NW 1/4 of the NW 1/4 of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows: Beginning at a point on the East West quarter line which lies North 88°57' East a distance of 1017.0 feet from the iron axle which marks the one quarter section corner common to Sections 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian and running thence, continuing North 88°57' East along the East West quarter line a distance of 67.5 feet to an iron pin; thence North 1°12' West parallel to the West section line of said Section 11 a distance of 331.4 feet to a point; thence South 88°57' West parallel to the East West quarter line a distance of 67.5 feet to a point; thence South 1°12' East a distance of 331.4 feet more or less to the point of beginning.

at and for a price of \$ 15,500.00 payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 4,100.00 at the time of the execution
 \$ 11,400.00 with interest at the rate of 9 %
 per annum from September 1, 1975 payable in installments of not less than \$ 130.00 per
 month inclusive of interest, the first installment to be paid on the 1st day of October
 1975, and a further installment on the 1st day of every month thereafter until the full balance and interest
 xxxxxx The entire balance, both principal and interest, to be paid
 in full on or before the 1st day of November, 1987.

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 First Federal Savings and Loan Association,

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 Vendors 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. Taxes to be prorated as of September 1, 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 vendor in and to said property. Vendee shall be entitled to the possession of said property as of September 1, 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 as of this date of all incumbrances whatsoever, except reservations, restrictions, easements and rights of way of record and those apparent upon the land; rules, regulations, liens and assessments of water users and sanitation districts.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the First Federal Savings & 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 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 reversion 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 by the parties hereto that the monthly payments made by the Vendees shall include taxes; the Vendors shall pay the taxes as they become due 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 be interest at the rate provided herein. It is further agreed by the parties that the Vendors herein shall have the right, upon written notice to the Vendees and to the escrow holder herein, to increase the monthly payments upon this contract to offset any increase in the taxes upon the above-described property.

It is understood by the parties hereto that there is a certain Unrecorded contract, dated September 11, 1959 by and between Chester L. Mills and Eva J. Mills, as Vendors, and James L. McCall and Marilyn R. McCall, as Vendees; the Vendors interest of which was assigned on the 11th day of September, 1959, recorded September 14, 1959, Book 315 Page 588 to Arthur W. Jolly and Beatrice D. Jolly, which Contract shall be paid by the Vendors herein and they shall hold Vendees harmless.

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

Grover D. Hess
Elizabeth L. Hess
James L. McCall
Marilyn R. McCall

VANDENBERG AND BRANDNESS

ATTORNEYS AT LAW

411 PINE STREET

KLAMATH FALLS, OREGON 97601

TELEPHONE 203/882/888

After record information along with Tax Statements
 Grover D. Hess
 4504 W. 1st St.
 Klamath Falls, Ore.

• STATE OF OREGON, ss.

County of Klamath

10719

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

BE IT REMEMBERED, That on this 9th day of September, 1975,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Grover D. Hess and Elizabeth I. Hess, husband and wife
James L. McCall and Marilyn R. McCall, husband and wife

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that their 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.

Guendalyn R. Schlumbohm
Notary Public for Oregon.
My Commission expires 7-21-77

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title
this 10 day of Sept A. D., 1975 at 10:50 o'clock a. M., and duly recorded in
Vol. M 75 of deeds on Page 10717
9.00

By WM. D. MILNE County Clerk Deputy