

THIS CONTRACT, Made the first day of April - 1967, between  
 HOWARD B. BARNHISEL and MAYBELLE E. BARNHISEL, husband and wife  
 of the County of Klamath and State of Oregon, hereinafter called  
 the first party, and JESSE H. HOUSE and MARY M. HOUSE, husband and wife  
 of Klamath and State of Oregon hereinafter called the second party.

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Klamath, State of Oregon, to-wit:  
 Beginning at a point North 32°14' West 479.15 feet from a stone monument in the center of the northerly end of Conger Avenue; thence North 32°14' West 70.20 feet; thence South 72°12' West to Link River; thence down Link River to a point South 72°12' West of the point of beginning; thence North 72°12' East to the point of beginning; Also, Beginning at a point North 32°14' West 549.35 feet from a stone monument in the center of the Northerly end of Conger Avenue; thence North 32°14' West 88.88 feet; thence South 72°12' West to Link River; thence down Link River to a point South 72°12' West of the point of beginning; thence North 72°12' East to the point of beginning. Said lands being located in Lots 7 and 8 of Section 32, Township 38 South, Range 9 East of the Willamette Meridian, in Klamath County, Oregon.

SUBJECT TO: Agreement to The California Oregon Power Company, dated March 21, 1925, recorded April 25, 1925, in Deed Volume 65 page 512, records of Klamath County, Oregon, as amended by Agreement dated July 9, 1934, recorded July 28, 1934, in Deed Volume 103 page 321, records of Klamath County, Oregon. Right of Way Easement to Pacific Power and Light Company, dated February 4, 1963, recorded February 13, 1963, in Deed Volume 343 page 182, records of Klamath County, Oregon.

for the sum of --Sixteen Thousand and no/100-----Dollars (\$ 16,000.00 )  
 on account of which-----Two Hundred and no/100-----Dollars (\$ 200.00 )  
 is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of six per cent per annum from April 1, 1967, on the dates and in amounts as follows: \$800.00, plus interest at 6% per annum on or before July 15, 1967; the balance of \$15,000.00, payable in monthly installments of not less than \$100.00 each payable on the first day of each month beginning with May, 1967, with the balance in full to be paid on or before April 1, 1982. Interest at the rate of 6% per annum to be included in \$100.00 monthly payments.

This contract cannot be sold or assigned until the principal balance due is reduced to not more than \$12,000.00.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than Eight Thousand Five Hundred and no/100-----Dollars in a company or companies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, either an Abstract showing marketable title or a Title Insurance Policy insuring title as of this or subsequent date and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, excepting, however, the above mentioned taxes and assessments.

and all liens and encumbrances created by the second party, or second party's assigns.

But in case the second party 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 of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and vest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of redemption or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay 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 buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any 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 WITNESS WHEREOF, The said parties have hereunto set their hands in duplicate the day and year first above written.

Howard B. Barnhisel (SEAL)  
 Maybelle E. Barnhisel (SEAL)  
 Jesse H. House (SEAL)  
 Mary M. House (SEAL)

[For notarial acknowledgment, see reverse]

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