

5299

Vol. 115 11587

This Agreement, made and entered into this 20th day of August, 1975 by and between

JOHN N. WINTON and HARRIET WINTON, husband and wife,  
hereinafter called the vendor, and

LUPE A. MILLER,  
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:

A tract of land situated in Government Lots 11 and 12 in Section 4, Township 35 South, Range 7 East of the Willamette Meridian.

That portion of Government Lot 11 lying Westerly of the West bank of the Williamson River, EXCEPTING THEREFROM that portion of Lot 11 described as follows:

Beginning at a point which is 1083 feet West and 1391 feet South of the North-east section corner of Section 4, Township 35 South, Range 7 East of the Willamette Meridian; thence South 105.53 feet; thence East 164.34 feet; thence Northeasterly along the bank of Williamson River to a point due East of the point of beginning; thence West 200 feet to the point of beginning.

That portion of Government Lot 12 lying East of the Easterly right of way line of United States Highway #97.

Subject to: Taxes for fiscal year commencing July 1, 1975, which are now a lien but not yet payable; the rights of the public and of governmental bodies in and to any portion of the above property lying below high water mark of the Williamson River; Reservations and restrictions, including the terms and provisions thereof, as set forth in Land Status Report, recorded March 16, 1959, in Deed Vol. 310 at page 508 and recorded March 16, 1959 in Deed Vol. 310 at page 517; Easements and rights of way of record and those apparent on the land, if any;

at and for a price of \$ 15,000.00

\$ 9,000.00

at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 6,000.00 with interest at the rate of 8 % per annum from August 1, 1975, payable in installments of not less than \$121.66 per month inclusive of interest, the first installment to be paid on the 1st day of August 1975, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid. All or any portion may be prepaid without penalty.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~at the U. S. National Bank, at Medford,~~

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 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 not cut or remove any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said property immediately.

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 and purchaser's policy of title insurance in sum of \$15,000.00 covering said real property, together with one of these agreements in escrow at the U. S. National Bank, at Medford, Oregon,

~~for Klamath County, Oregon~~

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and shall enter into written escrow instrument in form satisfactory to said escrow holder, insuring said 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.

But in case 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 the 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 revert 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 or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision 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 the above-described property has been inspected by the Department of Environmental Quality and has been determined not to be acceptable for sub-surface sewage disposal. There have been no representations made by the vendor or his agents as to the suitability for sub-surface sewage disposal, and that in spite of these conditions vendee is willing to purchase the said property.

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

*John N. Winton*  
John N. Winton  
*Harriet Winton*  
Harriet Winton

*Lupe A. Miller*  
Lupe A. Miller

STATE OF OREGON

County of Jackson

ss.

August 26, 1975

Personally appeared the above named John N. Winton and Harriet Winton

and acknowledged the foregoing instrument to be their act and deed.

Before me:

*Diana L. Biss*  
Notary Public for Oregon

My commission expires: 1-21-79

Until a change is requested, all tax statements shall be sent to the following name and address:

Lupe A. Miller  
Box 2000  
Chiloquin, Oregon 97624

From the office of  
GANONG & SISEMORE  
Attorneys at Law  
First Federal Bldg.  
Klamath Falls, Ore.



11589

STATE OF OREGON,

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS & LAW FIRM CO., PORTLAND, ORE.

County of Klamath

ss.

BE IT REMEMBERED, That on this 25<sup>th</sup> day of September, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Lupe A. Miller

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

*Helen D. Goehner*

Notary Public for Oregon  
My Commission expires 11/25/76

*Return to  
Transamerica  
attn: Helen*

STATE OF OREGON,  
County of Klamath

Filed for record at request of

Transamerica Title Ins

on this 24 day of Sept A.D. 1975

at 3:56 o'clock p. M. and

recorded in Vol. M 75 deed

page 11587

Wm. D. Williams, County Clerk

*Ray B. Bick* Deputy

for 9.00

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