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## WITNESSETH

Vender agrees to sell to the vendee and the vendee to buy from the vendor 001000 following described property situate in Klamatl. County, State of Oregon, to-wilt:

All the following described real property situate in Klamath County, Oregon:

Beginning at an iron pin on the East right of way line of the Klamath Falls-Merrill Highway which lies South along the Section line a distance of 912.6 feet, and East a distance of 30.0 feet from the iron axle which marks the West quarter corner of Section 7, Township 39 South, Range 10 E.W.M., and running thence; continuing east a distance of 240.0 feet to an iron pin; thence North, parallel to the Section line a distance of 10.2 feet to an iron pin; thence South 69°43' East a distance of 289.56 feet to a post; thence South 42°18' West a distance of 151.1 feet to an iron pin; thence South 89°51' West a distance of 410.0 feet to an iron pin on the East right of way line of the Klamath Falls-Merrill Highway; thence North along the Easterly right of way line of the Highway a distance of 203.0 feet, more or less, to the point of beginning, being in the Northwest quarter of the Southwest quarter of Section 7, Township 39 South, Range 10 East of the Willamette Meridian.

SUBJECT TO: Taxes for 1975-76 are now a lien but not yet payable; Liens and assessments of Klamath Project and the Enterprise Trrigation District, and regulations, contracts, easements, and water and irrigation rights in connection therewith; Any unpaid charges or assessments of the Enterprise Irrigation District; Easements and Right of Way of record and those apparent

on the land, if any. at and for a price of \$ 62,500.00 , payable as follows, to wit: \$12,000.00 at the time of the execution at and for a price of \$ 62,500.00 payment, the receipt of which is hereby acknowledged; \$50,500.00 with interest at the rate of 8-3/4% per annum from December 1, 1975, payable \$12,000.00 plus accrued interest to date of payment between Jan. 1, 1976, & Dec. 31, 1976, and balance of the hereby payment between Jan. 1, 1976, & Dec. 31, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between Jan. 1, 1976, and balance of the hereby payment between

, in clusive of interest, the first installment to be paid on the 1st day of July year 19 77, and a further installment on the 1st day of every July thereafter until the full yalanted hid interest and phile, July 1, 1987, when the full balance and interest shall be due and payable. Larger payments or payment in full may be made at any time after January 1, 1977, without penalty to vendee.

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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 National Bank Of Oregon, South Sixt Street Branch at Klamath Falls. 1.52. 3

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 i. that vendee shall pay regularly policy or policies of insurance to be held by vendee and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances Lehen and have been and of whatsoever nature and kind

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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 November 6, 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 as set forth

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which vendee assumes, and will place said deed, Purchasers Policy & Title Insurance

together with one of these agreements in escrow at the First National Bank of Oregon, South Sixth at Klamath Falls, Oregon Street Branch



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and chall only into written correw instruction in form studiactory to said escrew holder, instructing said holder that when, and it, vondee shall have poid the balance of the purchase price is accordance with the terms and conditions of this contract, said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall, on domand, surrender said instruments to vender.	
But in case vendee shall fuil to make the payments aforeadd, 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 sesonce of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity: (2) To doctare the full unpaid balance immediately due and payable: (3) To specifically enforce the terms of the agreement by suil in equity: (4) To doctare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement has util in equily, all the right and in- terest hereby created or then existing in tavor of vendee derived under this agreement shall ultrify case and determine, and the premises aforeacid shall revert and revest in vendor without any doctaration of forfeliure or act of reentry, ond without any other act by vendor to be performed and without any right of vendee of rectamation or compensation for inoney 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 pur- pose of protecting and preserving the property and his socurity 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 forecoing 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 tees to be allowed the prevailing party in sold suit or action and or appeal, if an appeal is taken,	
vendes 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 vender of such breach of any pro- vision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision to V	
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.	5
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.	
(A) A A A A A A A A A A A A A A A A A A	2 13 22,
Witness the hands of the parties the day and year first herein written.	
Marilyn Moran and acknowledged the foregoing instrument to be cet and deed.	
Before me: Notary Public for Oregon My commission expires: <u>8/7/79</u> Unit a change is requested, all tax statements shall be sent to the following name and address: Klama th County Title Go.	
Mr. & Mrs. Barney J. Moran III 422 Main St. 4205 Highway 39 From the office of Klamath Falls, Oregon	
STATE OF OREGON; COUNTY OF KLAMATH; 53.	
Filed for record at request of KLAMATH COUNTY TITLE CO	
this 23rd day of .OCTOBER A. D., 19.75. at .11;34 o'clockA.M., and duly recorded in	
Vol. M. 75 of DEEDS on Page 13266	i an anna an an Anna an
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