

OBIL S. COLLMAN and BERNIECE COLLMAN, husband and wife,  
hereinafter called the vendor, and HARLEY J. HART and PATRICIA M. HART, husband and wife,  
and WILLIAM S. HART and LOIS M. HART, 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 real property described on Exhibit A attached hereto and made a part hereof, subject to the encumbrances shown on said Exhibit A,

at and for a price of \$ 55,000.00 payable as follows, to-wit:

\$ 7,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 48,000.00 with interest at the rate of 8% payable in installments of \$ 1,000.00 per annum from June 1, 1975 as follows: \$2,000.00 inclusive of the accruing interest to be paid March 1, 1976; \$7500.00 inclusive of the accruing interest to be paid September 1, 1976; \$4500.00 inclusive of the accruing interest to be paid September 1, 1977, and \$4500.00 inclusive of the accruing interest to be paid on the 1st day of every September thereafter until fully paid. Any part or all may be prepaid at any time without penalty.

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 of 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 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 be entitled to the possession of said property June 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 the incumbrances shown on Exhibit A hereto attached, (said deed shall convey the property as follows: unto Harley J. Hart and Patricia M. Hart, husband and wife, an undivided one-half interest; and unto William S. Hart and Lois M. Hart, husband and wife, an undivided one-half interest) which vendee assumes, and will place said deed, together with title insurance policy,

together with one of these agreements in escrow at the First Federal Savings and Loan Association of Klamath Falls,

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.

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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 revest 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.

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

X Harley Hart & Patricia M. Hart John S. Coleman  
X Walter L. Hart & Lois M. Hart James Coleman  
VENDEES VENDORS

STATE OF OREGON

County of Klamath

SS ~~September~~ <sup>October</sup> 21, 1975

Personally appeared the above-named Obil S. Collman and Berniece Collman, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Notary Public for Oregon  
My Commission expires: 10-20-78

**WILLIAM P. BRANDSNESS**  
ATTORNEY AT LAW  
411 PINE STREET  
KLAMATH FALLS, OREGON 97601  
TELEPHONE 503/882-6616

# Return to Transamerica



(Contract - Collman to Hart)

A tract of land situated in Sec. 5, Twp. 40 South, Range 10 E.W.M., more particularly described as follows:

Beginning at the Southwest corner of the Northwest quarter of Southeast quarter of said Sec. 5; thence North along the center line of Sec. 5 to the Southerly right of way of the G Canal as now located; thence Northwesterly along the Southerly line of the G Canal to a point that is South 56°23'30" East 223.80 feet; South 58°36' East 366.50 feet, and South 86°24' East 317.60 feet from its intersection with the Southeasterly right of way line of the G-1 lateral; thence South 5°55'30" West 1098.40 feet; thence South 0°48'30" East 72.20 feet; thence South 0°48'30" East 923 feet, more or less, to the South line of Section 5; thence East along said South line to the Westerly right of way line of the G Canal; thence Northerly along the Westerly right of way line of the G Canal to the South line of the Northwest quarter of Southeast quarter; thence West along said South line to the point of beginning.

EXCEPTING THEREFROM that portion lying within the Dehlinger Lane right of way.

TOGETHER WITH a 30 foot access easement described as follows:

The East 30 feet of the following described real property in Klamath County, Oregon:

A tract of land situated in Section 5, Twp. 40 South, Range 10 E.W.M., more particularly described as follows:

Beginning at the Southwest corner of the Northwest quarter of Southeast quarter of said Section 5; thence North along the center line of Section 5 to the Southerly right of way of the G Canal as now located; thence Northwesterly along the Southerly line of the G Canal to a point that is South 56°23'30" East 223.80 feet; South 58°36' East 366.50 feet, and South 86°24' East 317.60 feet from its intersection with the Southeasterly right of way line of the G-1 lateral; thence South 5°55'30" West 1098.40 feet; thence South 0°48'30" East 72.20 feet to the true point of beginning; thence South 83°01'45" West 60.45 feet; thence South 0°48'30" East 923.30 feet to the South line of Section 5; thence East along said South line 60.45 feet; thence North 923 feet, more or less, to the point of beginning.

EXCEPTING THEREFROM that portion lying within the Dehlinger Lane right of way.

SUBJECT TO: Contract and/or lien for irrigation and/or drainage; regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Basin Improvement District; to terms and provisions of that certain instrument recorded July 24, 1970, in Vol. M70 at page 6187 as "Notice to persons intending to Plat Lands within the Klamath Basin Improvement District."; rights of the public in and to any portion of said premises lying within the limits of roads and highways; assessment and tax roll shows the premises have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes an additional tax plus interest and penalty will be levied for the number of years in which this special assessment was in effect for the land; subject also to mortgage from Obil S. Collman and Berniece V. Collman, husband and wife, to The Federal Land Bank of Spokane, recorded December 22, 1964, Book 228, page 23, Klamath County, Oregon Mortgage Records, which is not assumed by Vendees, and Vendors agree to hold vendees harmless therefrom and covenant they will pay said mortgage according to its terms as it becomes due; and subject to easements and rights of way of record or apparent on the land, and to taxes for fiscal year commencing July 1, 1975 which are now a lien but are not yet payable.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO

this 27th day of OCTOBER, A. D. 1975, at 10:49 o'clock A.M., and

duly recorded in Vol. M 75, of DEEDS on Page 13399

FEE \$ 9.00

Wm D. MILNE, County Clerk

By Kazuo Inagaki