

hereinafter called the vendor, and

EMMA AGNES RALPH

DUANE J. CHARTRAND and MARGARET C. CHARTRAND, 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:

All that portion of the E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 14, Township 39 South, Range 11 East of the Willamette Meridian, that lies Northeasterly of the East Langell Valley Road.

ALSO all that portion of Tract 7 RIVERSIDE TRACTS, lying Northeasterly of said road, TOGETHER WITH all that portion of Tract 8, RIVERSIDE TRACTS described as follows: From the Section corner common to Sections 10, 11, 14, and 15, Township 39 South, Range 11 East of the Willamette Meridian, South 536.5 feet and East 3269.2 feet to the point in the Northeastly right of way line of the Bonanza-Langell Valley Road (East Langell Valley Road) and the true point of beginning; thence North 21°49' East, 706.0 feet to the South bank of Lost River; thence Northwesterly along the South bank of Lost River to a point on the West line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 11; thence Southerly along said West line 82.0 feet to the North side of the Bonanza-Langell Valley Road; thence Southeasterly along the Northeast side of said road, parallel to the center line to the point of beginning.

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SUBJECT TO: Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Horsey Irrigation District; Rights of governmental bodies in and to that portion lying below the ordinary high water mark of Lost River; Rights of the public in and to any portion lying within the limits of roads or highways; Taxes for fiscal year 1975-75; Easements and Rights of Way of record and those apparent on the land, if any at and for a price of \$ 17,000.00 payable as follows, to-wit:

\$ 1,500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 1,500.00 on Dec 31, 1975, and \$14,000.00 payable in installments of not less than \$ 150.00 per month on the 15th day of January 1976 and a further installment on the 15th day of every month thereafter until the full balance is paid. The full balance is due and payable when vendee sell their home.

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 Klamath Falls, Main Street Branch, First National Bank of Oregon

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; that the vendee shall pay 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 on closing.

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 set out.

Vendor agrees to place said deed together with purchasers' policy of title insurance in the sum of \$17,000 covering said real property together with one of these agreements in escrow at the Klamath Falls, Main Street Branch, First National Bank of Oregon at Klamath Falls, Oregon.

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing 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 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 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.

As disclosed by the assessment and tax roll, the premises herein 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.

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

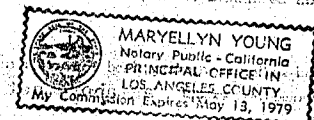
Duane J. Chartrand Emma Agnes Ralph  
Duane J. Chartrand Emma Agnes Ralph  
Margaret C. Chartrand  
Margaret C. Chartrand

STATE OF OREGON, CALIFORNIA }  
County of LOS ANGELES } November 25, 1975

Personally appeared the above named EMMA AGNES RALPH

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

(SEAL):



Before me: Maryellen Young  
Notary Public for the State of California  
My commission expires: Nov 13 1979

Until a change is requested, all tax statements shall be sent to the following name and address:  
COUNTY OF OREGON, COUNTY OF KLAMATH; ss.

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

I had for record at request of GANONG & SISEMORE ATTS  
this 1st day of DECEMBER A.D. 1975 at 1:42 o'clock P.M., and  
duly recorded in Vol. M 75, of DEEDS, on Page 15084

FEE \$ 6.00

Wm D. MILNE, County Clerk

Hazel Drayle

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