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This Agreement, made and entered into this 28th day of October, 1969, by and between **CHILQUIN INVESTMENTS, INC.**, an Oregon Corporation, hereinafter called the vendor, and **GEORGE C. LONG and EDNA M. LONG, 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 West 1/4 of Section 27, Township 35 South, Range 7 East of the Willamette Meridian, less a 60 foot road right-of-way, recorded June 11, 1958, in Miscellaneous Volume 12, page 623, Klamath County, Oregon.

Subject to: Rights of the public in and to any portion of said premises lying within the limits of roads and highways; Reservations, including the terms and provisions thereof, for pole line easement, public roads, railroads and pipe lines, set forth in Deed recorded June 26, 1958, in Deed Volume 300 at page 339, and in Deed Volume 300 at page 337; Reservations of all subsurface rights, except water in trust for Cheaney Miller Latches, as set forth in Deed recorded June 26, 1958, in Deed Volume 300 at page 339, and in Deed Volume 300 at page 337; Reservations and restrictions as set forth in right of way easement deed recorded March 9, 1963, in Deed Volume 360 at page 65; and to Mortgage, including the terms and provisions thereof, dated May 23, 1968, recorded May 27, 1968, in M-68 at page 4711, executed by grantor to Joan Vigil, which said mortgage grants DO NOT assume, and grantor covenants and agrees to hold them harmless therefrom;

at and for a price of \$ 4,000.00, payable as follows, to-wit:

\$ 500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 3,500.00 with interest at the rate of 7 % per annum from November 1, 1969, payable in installments of not less than \$ 40.00 per month inclusive of interest, the first installment to be paid on the 1st day of December 1969, 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, **CHILQUIN INVESTMENTS, INC.**, at the **Chiloquin Branch of United States National Bank of Oregon, at Chiloquin, 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 hereinafter 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 whatever 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 the rights of the vendor in and to said property. 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,

EXCEPT said Mortgage, which vendee assumes, and will place said deed and Purchasers' Policy of Title Insurance in sum of \$4,000.00 covering said real property, together with one of these agreements in escrow at the **Chiloquin Branch of United States National Bank of Oregon, at Chiloquin, 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 reversion 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 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.

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

Giesinger Enterprises, Inc.

By Leroy Giesinger President

By Elvina P. Giesinger Secretary

George L. Long

Edna M. Long

STATE OF OREGON, County of Klamath) ss.

On this 15th day of January, 1976, personally appeared the above named EDNA M. LONG and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL) Notary Public
635 Main
City

Before me:

Alameda E. Giesinger

Notary Public for Oregon

My Commission expires: Aug. 5, 1978

MAIL TAX STATEMENTS TO:

EDNA M. LONG

Star Route, Box 15

Chiloquin, Oregon 97624

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of January A.D., 1976 at 3:40 o'clock P.M., and duly recorded in Vol. N 76

of DEEDS on Page 936.

FEE \$ 6.00

WM. D. MILNE, County Clerk,

By Wagel Deputy