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This Agreement, made and entered into this 8 day of January, 1976 by and between
JOANNE G. MELVIN and PHYLLIS I. CHRISTENSEN,
hereinafter called the vendor, and
GEORGE A. LAMBDIN and JOANNE G. LAMBDIN, husband and wife,
hereinafter called the vendee.

WITNESSETH

Vendor S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the following described property situated in Klamath County, State of Oregon, to-wit:
A parcel of land situated in the NE 1/4 of Section 6, T36S, R13E, W.M. Klamath County, Oregon, beging more particularly described as follows: Commencing at a 5/8 inch iron pin marking the Southwest corner of the said Northeast quarter of Section 6; thence N00°00'11"W along the West-erly line of said Northeast quarter, 708.00 feet to a 1/2 inch iron pin marking the POINT OF BEGINNING for this description; thence continuing N00°00'11" W along said Westerly line 907.31 feet to a 1/2 inch iron pin; thence leaving said Westerly line East 505.21 feet; thence S20°24'00"W, 968.02 feet; thence West 167.74 feet to the point of beginning 7.01 acres. SUBJECT TO: An easement 30.00 feet in width for ingress and egress for use in common with others on that portion of above described property, which is attached as "Exhibit A". TOGETHER WITH: Easement 60.00 feet in width for roadway purposes, which is attached as "Exhibit A".

at and for a price of \$ 1,236.57 payable as follows, to-wit:

\$ 0 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 1,236.57 with interest at the rate of 8 % per annum from January 8, 1976 payable in installments of not less than \$ 28.39 per month, inclusive of interest, the first installment to be paid on the 15th day of February 1976, and a further installment on the 15th day of every month thereafter until the full balance and interest are paid.

~~Vendor S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the following described property situated in Klamath County, State of Oregon, to-wit:~~

~~Vendor S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the following described property situated in Klamath County, State of Oregon, to-wit:~~
Vendor S 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 \$ N/A with less payable to the parties as their respective interests may appear, said policy or policies of insurance to be held N/A 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. Taxes to be prorated as of Jan 8, 1976.

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 as of January 8, 1976.

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 reservations, restrictions, easements and rights of way of record and those apparent upon the land.

which vendee assumes, ~~Vendor S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the following described property situated in Klamath County, State of Oregon, to-wit:~~

~~Vendor S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the following described property situated in Klamath County, State of Oregon, to-wit:~~

~~Vendor S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the following described property situated in Klamath County, State of Oregon, to-wit:~~
Vendor S 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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Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

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.

VANDENBERG AND BRANDNESS
ATTORNEYS AT LAW
411 PINE STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE 503/882-5501

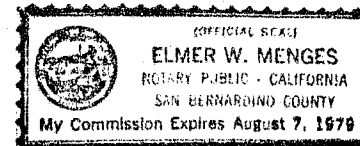
Joanne G. Melvin
Rhylene L. Christensen
George A. Lambdin
Joanne G. Lambdin

STATE OF CALIFORNIA }
County of SAN BERNARDINO } ss.

JAN 6, 1976.

Personally appeared the above-named JOANNE G. MELVIN and PHYLLIS I. CHRISTENSEN, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Elmer W. Menges
Notary Public for California
My Commission expires: AUG 7, 1979

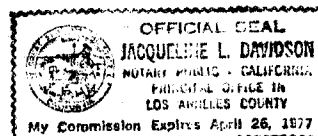


STATE OF CALIFORNIA }
County of SAN BERNARDINO } ss.

JANUARY 10, 1976

Personally appeared the above-named GEORGE A. LAMBDIN and JOANNE G. LAMBDIN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Jacqueline L. Davidson
Notary Public for
My Commission expires: 4/26/77



Return to:
Klamath County Title Co.
122 Main St.
City

Tax statements to: Mr. and Mrs. George A. Lambdin
Star Rt. 92334 Box 90
San Bernardino, CA 92403

EXHIBIT "A"

An easement 60.00 feet in width for roadway purposes the centerline of which is more particularly described in the following parts:

Part I

Commencing at the northeast corner of Section 6, T36S, R13E, W. M. Klamath County, Oregon; thence S89°55'50"W along the north line of said Section 6, 328.33 feet to the POINT OF BEGINNING for this part of this description; thence leaving said north section line S20°24'00"W, 788.62 feet; thence S24°55'02"E, 181.39 feet to the beginning of a curve to the right; thence along the arc of a 51.05 feet radius curve to the right (delta = 114°55'02"; long chord = S32°32'29"W, 86.07 feet) 102.38 feet to the end of curve; thence WEST, 118.29 feet; thence S20°24'00"W, 1286.89 feet; thence WEST, 699.25 feet; thence N69°45'49"W, 599.61 feet; thence N20°24'00"E, 2105.45 feet to said north line of Section 6, the terminus of this part of this description.

Part II

Commencing at the northeast corner of said Section 6; thence S00°45'25"W along the east line of said Section 6, 616.71 feet to the POINT OF BEGINNING for this part of this description; thence leaving said east section line WEST, 517.35 feet to the terminus of this part of this description.

Part III

Commencing at the southeast corner of the northeast quarter of said Section 6; thence N00°45'25"E along the east line of said Section 6, 384.84 feet; thence leaving said east section line N76°44'08"W, 495.47 feet to the POINT OF BEGINNING for this part of this description; thence WEST, 595.36 feet to the terminus for this part of this description.

Part IV

Commencing at the southeast corner of the northeast quarter of said Section 6; thence N00°45'25"E along the east line of said Section 6, 894.84 feet; thence leaving said east section line WEST, 435.00 feet to the POINT OF BEGINNING for this part of this description; thence continuing WEST, 501.98 feet to the terminus of this part of this description.

Part V

Commencing at the northwest corner of the northeast quarter of said Section 6; thence S00°00'11"E along the west line of said northeast quarter, 550.00 feet; thence leaving said west quarter section line EAST, 400.03 feet to the POINT OF BEGINNING for this part of this description; thence continuing EAST, 264.73 feet to the terminus of this part of this description.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21st day of January, A.D., 19 76 at 12:54 o'clock P.M., and duly recorded in Vol. 76 of DEEDS on Page 983.

FEE \$ 12.00

WM. D. MILNE, County Clerk

By [Signature] Deputy