This Agreement, made and entered into this 21st day of

January, 1976 by and between

FRANCIS E. SPANGLER,

hereinafter called the vendee.

WITNESSETH

agrees to sell to the vendee and the vendee agrees

Lot 3 in Block 96 in BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on

SUBJECT TO: Reservations, restrictions, easements and rights of way of record and those apparent on the land,

at and for a price of \$9,500.00

, payable as follows, towit

\$ 3,500.00 of this agreement, the receipt of which is hereby acknowledged: \$6,000.00\$ with interest at the rate of 9.%payable in installments of not less than \$ 120.00 per annum from January 1, 1976, month in clusive of interest, the first installment to be paid on the 1st day of February 10.76, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid. All or any portion of said contract price can be prevaid without penalty.

to make said payments promptly on the dates above named to the order of the vendor. 元東京集集

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 policy or policies of insurance to be held by vendees, copy to vendor, 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 not cut or remove any timber on the premises without written consent of vendor. 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,

which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum of \$9,500.00 covering said real property, First Federal Savings and Loan Association

of Klamath Falls,

at Klamath Falls, Oregon

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GATED

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hereinafter called the vendor, and ROBERT WILLIAM CHARLES and MARJORIE A. CHARLES, husband and wife,

following described property situate in Klamath County, State of Oregon, to with

file in the records of Klamath County, Oregon.

and shall enter talk written energy manderson in him catalitations it had some hidden in conservated highly then were reif winder shall have paid the balance of the paramose price in attendance will also tends and constitute of this constitute acts events holder shall deliver send instruments to version, but that in one of the analyty vender send exites holder send of decanal associate coid actionies as to vendor.

But in case vendou shall lad to make the payments afortward or any it them painterly and app e times one we specified at fail to keep any of the effect forms of a telefolion at the differences, time at payment and suici performance boing declared to be the essence of this agreement, then yearly shall have the Lilewing rights. (1) To toreclese this contract by since furcal some in equity: (2) To declare the far uniqued is large and enterly due and payable. (3 To specifically enterce the terms of the agreement by soil in equity: (4° To declare this contract nell and word and in any of such cases, except exercise of the right to specifically enforce this anseement by sun in equity, in terest hereby created or then existing in layer of vendee derived under this agreement if all utterly come the premises alpresaid shall revert and revest in vendor without any decimation of following or an expression and revert and revest in vendor without any decimation of following or an expression and revert and revert and revert in vendor without any decimation of following or an expression of following or other act by vendur to be performed and without any right of vendee of reclamation of compensation for money pand to 1. ingle remarks made as absolutely, fully and perfectly as it his agreement had never been made.

Should vendee, while in default, permit the premises to become value, Vender may take placement of and or the premises to become pose of protecting and preserving the property and his security interest therein and in the event possession is as some by vendor he shall not be deemed to have worked his right to execute day of the force, ma runs vendor he shall not be deemed to have worked his right to execute day of the force, may runs a

such sum of action shall be entitled to receive from the other party his costs which shall include the receive from the other party his costs which shall include the receive from the other party his costs which shall include the receive from the other party his costs which shall include the receive from the other party his costs which shall include the receive from the other party his costs which shall include the receive from the other party his costs which shall include the receive from the other party his costs which shall include the receive from the other party his costs which shall include the receive from the other party his costs which shall include the receive from the other party his costs. report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may achiedge reasonache as anomey's less to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendoe further agrees that failure by vendor at any time to require performance by vendoe of any provision here i shall in no way affect vendor's right hereunder to enforce the same, not shall any waiver by vendor of such breach of any provision hateof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision riself.

In constraing this contract, it is understood that vendor or the vendor may be more than one person, that if the contract so requites the singular pronoun shall be taken to mean and include the plural, the mascuime, the feminion and the profes and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply againly to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereta and their respective heirs, executors, administrators and assigns.

Thanger the harles Towners & Spring to Witness the hands of the parties the day and year like! herein STATE OF OREGON County of Klamath Personally appeared the above named Francis E. Spangler; and Robert William Charles and Marjorie A. Charles, husband and wife, and acknowledged the foregoing instrument to be their act and deed.

Until α change is requested, all tax statements shall be sent to the following name and address:

Robert William and Marjorie A. Charles, 3310 Marvin, Eugene, Oregon 97402

Ret to

From the office of GANONG & SISEMORE First Federal Bldg. Klamath Falls, Ore

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of ANUARY A.D., 19 76 at 11;04 o'clock A.M., and duly recorded in Vol M 76 WM. D. MILNE, County Clerk

By Hage Deputy _on Page_ FEE \$ 6.00

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