3320 212/26 A-126656 111208 This Agreement, made and entered into this 21th day of Telucary, 1976 by and between

JOANNE PADDEN,

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GLEN CURTIS BARRATT and DOLORES H. BARRATT, husband and wife, hereinafter called the vendor, and

he reincities called the vendee.

## WITNESSETH

VendorS agrees to sell to the vendee S and the vendee S agrees following described property situate in Klamath County, State of Oregon, to-wit:

That part of the NE 1/4 NW 1/4 and the NW 1/4 NE 1/4 lying Inat part of the NE 1/4 NW 1/4 and the NW 1/4 NE 1/4 lying Easterly of the Bonanza-Lakeview Highway, situated in Sec-tion 22, Township 38 South, Range 11 E.W.M.

, payable as iollows, to wit at and for a price of \$ 25,200.00

## of the execution \$5,200.00 at the

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This Indenture.

of this agreement, the receipt of which is hereby acknowledged; \$20,000.00 with interest at the rate of payable in installments of not less than \$ 242.66 per per annum from March 1, 1976 month, inclusive of interest, the first installment to be paid on the 1st day of April 1976, and a further installment on the 1st day of every MOnth thereafter until the full balance and interest

Vendees shall pay all taxes when due. However, in the event Vendees Vendees shall pay all taxes when due, Vendor may at her option pay said taxes do not pay said taxes when due, Vendor may at her option pay said taxes and add them back to the principal of this contract by presentation of paid receipts to the escrow holder herein. Said amounts so added to

bear interest at the rate provided herein. 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,

Oregon; to keep said property at all times in as good condition as the same now are, that no improvement now on or which Cregon; to keep sold property of on simes in as good contained as the same nor any that he improvement new of a which may hereafter be placed on said property shall be removed or desiroyed 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 that said property will be kept instruct in companies approved by voltage update to so it address of address of a single so it address of address of address of a single so it address of address policy or policies of insurance to be held Vendor Copy to Vendees 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 March 1, 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 March 1, 1976.

Vendor will on the execution hereof make and execute in lavor of vendee good and sufficient warranty deed conveying a fee simple tille 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, and will place said deed

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with one of these agreements in escrow at the First Federal Savings & Loan Association,

# at Klamath Falls, Oregon, and shall enter into written escrow

said escrow holder, instructing caid 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 shell 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 vendoe 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 vender shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) to declare the fuil unpaid balance immediately due and payable; (3) To specifically enforce the terms of this agreement by suit m equity; (4) To declare this contract null and vold, 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 aloresaid shall revert and revest in vendor without any declaration of torfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendoe of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as it 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 with or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vender 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 heroof 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 hold to be a waiver of any succeeding broach 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. Ê arrate CX Return to: Bruce Owens, Realtor Tax Statements: Glen C. Porratt 520 Klamath Ave. 4616 Spenard Rd. City Anchorage, Alaska 99503 FORM NO. 23 - ACKNOWLEDGMENT California STATE OF OREGON, County of Log angele 1976 day of Mar before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOANNE PADDEN known to me to be the identical individual..... described in and who executed the within instrument and IN TESTIMONY WHEREOF, I have hereunty set my hand and affixed acknowledged to me that she OFFICIAL SEAL C.T. VAN VLIET U.I. VAN VLIEI NOTARY PUBLIC. CALIFORNIA PRINCIPAL OFFICE IN LOS ANGELES COUNTY My Commission Expires January 8, 1980 an Notary Public for Diegen California My Commission expires

STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the 9th day of A.D., 19\_76\_at <u>4\* 1;02</u>o'clock MARCH WM. D. MILNE, County Clerk . By Hazef Draze Deputy 3320 on Page\_ of <u>DEEDS</u> \$ **6.0**0



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