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MTC 1857

Vol 286 Page 8688

This Agreement, made and entered into this 28th day of May, 1976 by and between  
 JOY M. ROLPH, also known as JOY EVANS ROLPH and TONI EVANS also  
 known as TONI OPAL EVANS, also known as TONI EVANS JOHNSON also  
 hereinafter called the vendor, and

JAMES D. CHARLES  
 hereinafter called the vendee.

## WITNESSETH

Vendors agree to sell to the vendee and the vendee agrees to buy from the vendors all of the  
 following described property situate in Klamath County, State of Oregon, to-wit:

That portion of Tract 39B and Tract 40A of the ENTERPRISE  
 TRACTS, according to the official plat thereof on file in  
 the office of the County Clerk of Klamath County, Oregon,  
 lying Northeasterly of the East Side Bypass as conveyed to  
 the State of Oregon by deed recorded September 7, 1956 in  
 Volume 286, page 399, Deed Records of Klamath County, Oregon

at and for a price of \$ 45,000.00 , payable as follows, to-wit:

\$6,000.00 at the time of the execution  
 of this agreement, the receipt of which is hereby acknowledged; \$39,000.00 with interest at the rate of 8 %  
 per annum from June 1, 1976 payable in installments of not less than \$ 422.17 per  
 month in clusive of interest, the first installment to be paid on the 1st day of July  
 1976, and a further installment on the 1st day of every month thereafter until the full balance and interest  
 are paid.

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 Federal Savings and Loan Association~~  
 United States National Bank of Oregon at Klamath Falls,  
 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 \$ N/A with loss 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 June 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 June 1, 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 appar-  
 ent upon the land; relinquishment of access rights along the East Side  
 Bypass as conveyed to the State of Oregon, by and through its State  
 Highway Comm. by deed recorded Sept. 7, 1956, Vo. 286, Page 399,  
 Klamath County, Oregon  
 which vendee assumes, and will place said deed

together with one of these agreements in escrow at the ~~Klamath Federal Savings and Loan Association~~  
 United States National Bank of Oregon

at Klamath Falls, Oregon, 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.

It is agreed by the parties hereto that the Vendee may not make any improvements upon the premises, including but not limited to, drilling wells, leveling of the land or the construction of any building without first obtaining the written consent of the Vendors herein. In the event the Vendee makes improvements, after receiving the written consent of the Vendors, the Vendee shall not permit any liens to attach to the above-described property which will in any way jeopardize the Vendors security interest therein and any failure to immediately remove said liens shall constitute a default under the provisions of this contract.

IN WITNESS WHEREOF, THE parties have set their hands and seals: the day and year first hereinafter written.

*James D. Clutter*

*Gay M. Ralph*  
10th Johnson  
10th Evans

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

**VANDENBERG AND BRANDSNESS**

ATTORNEYS AT LAW

411 PINE STREET

KLAMATH FALLS, OREGON 97601

TELEPHONE 503/882-5501



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STATE OF OREGON,

County of Klamath ss.

June 11, 1976.

Personally appeared the above named

James D. Charles

and acknowledged the foregoing instrument to be his voluntary act and deed.

(OFFICIAL SEAL)

Before me:  
Notary Public for Oregon  
My commission expires: 3-21-77FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath ss.BE IT REMEMBERED, That on this 18 day of May, 19 76, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOY M. ROLPH, also known as JOY EVANS ROLPH and TONI EVANS, also known as TONI OPAL EVANS, also known as TONI EVANS JOHNSON,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Calvin P. Peyton  
Notary Public for Oregon.  
My Commission expires 11/4/76

Return To:

MTC

Attn: Marlene

Send Tax Statements To:

Mr. James D. Charles, 606 So. 6th St., City 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 11th day of JUNE A.D., 19 76 at 3:10 o'clock PM., and duly recorded in Vol. M 76, of DEEDS on Page 8698.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By Hazel H. Hagi Deputy