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This Agreement, made and entered into this 1st day of March, 1976 by and between

ALBERT J. TANNER and GERI ANN TANNER, husband and wife,

38-10307-B

hereinafter called the vendor, and

RALPH CAMPBELL and MARGIE CAMPBELL, husband and wife, and
MARLOWE CAMPBELL and PEGGY CAMPBELL, 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:

PARCEL 1: That portion of the SE $\frac{1}{4}$ in Section 25, Township 32 South, Range 7 East of the Willamette Meridian, lying Easterly of the center thread of the Williamson River.

PARCEL 2: That portion of the NW $\frac{1}{4}$ of Section 25, lying Easterly of the center thread of the Williamson River, and the NE $\frac{1}{4}$ of Section 25, EXCEPT THEREFROM any portion lying West of the center thread of the Williamson River, all in Township 32 South, Range 7 East of the Willamette Meridian.

TOGETHER WITH a 60 foot easement from the existing road on the West bank of the Williamson River to the center thread of the Williamson River for bridge construction purposes. Said easement to be located 990 feet North of the South boundary of Section 25, Township 32 South, Range 7 East of the Willamette Meridian.

SUBJECT TO: Rights of Governmental bodies, if any, in and to that portion thereof, lying below the ordinary high water mark of Williamson River; Easements and rights of way of record and those apparent on the land, if any;

ALSO SUBJECT TO the following:

Contract of sale, dated Jan. 14, 1974, recorded April 29, 1974, in Book M-74, page 5313, Microfilm Records, wherein Jerry Oldenkamp is seller and Albert J. Tanner is purchaser, (and to which an undivided one-half vendee's interest in said contract was assigned to Geri Ann Tanner by instrument recorded May 13, 1974, in Book M-74 at page 5977); and a

Contract of Sale dated Jan. 14, 1974, recorded April 29, 1974, in Book M-74, page 5315, Microfilm Records, wherein Jack F. Simington et ux are sellers and Albert J. Tanner is purchaser, (and to which an undivided one-half interest in said contract was assigned to Geri Ann Tanner by instrument recorded May 13, 1974, in Book M-74, page 5976, Microfilm Records);

which said two above-described contracts vendees herein assume and agree to pay and perform and to hold vendors harmless therefrom.

PROPERTY IS ALSO SUBJECT TO:

Contract of Sale, wherein Ray O. Hobbs et ux are sellers and George A. Pondella, Jr., is purchaser, which was thereafter assigned to John Kalita et ux; and

Contract of Sale, wherein John Kalita et ux are sellers and Jack F. Simington et ux are purchasers,

which said two above-described contracts vendees herein DO NOT assume, and vendors covenant and agree to hold them harmless therefrom;

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at and for a price of \$ 120,000.00 , payable as follows, to-wit: \$31,985.84 by assumption of above-described Oldenkamp contract; and \$31,985.84 by assumption of above-described Simington contract;

\$ 30,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 26,028.32 with interest at the rate of 7½ % per annum from March 1, 1976, payable in installments of not less than \$ 3,000.00 per year , inclusive of interest, the first installment to be paid on the 1st day of December , 19 76 , and a further installment on the 1st day of every December 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 First Federal Savings and Loan Association of Klamath Falls, 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 hereinafter 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 accordance with the policy of title insurance to be provided by the vendor, and the vendee shall be held harmless by the vendor for any loss or damage to the property or to the interest therein, without liability to the vendee for their respective interests, and the 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; that vendees shall fully pay and perform the above-described Simington and Oldenkamp contracts according to their terms, and that default or breach of said contracts shall constitute a default of this contract; 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 deeds conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above stated, (one deed on Parcel 1, and one deed on Parcel 2)

except said Hobbs and Kalita contracts herein described, which vendee assumes/and will place said deeds (2), purchasers' policy of title insurance, assignment of herein-described Simington Contract, together with amended escrow instructions thereto, and assignment of herein-described Oldenkamp Contract, together with amended escrow instructions thereto, together with one of these agreements in escrow at the First Federal Savings and Loan Association of Klamath Falls,

at Klamath Falls, Oregon

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STATE OF OREGON, COUNTY OF KLAMATH; ss,

Filed for record at request of TRANSAMERICA TITLE INS. CO

this 17th day of June 4:01 A. D. 1976 at _____ o'clock P.M., and

duly recorded in Vol. M. 76, of DEEDS on Page 9032

FEE \$ 12.00

Wm D. MILNE, County Clerk

By Hazel Thayer