15116

Vol. // Page 9032 March , 1976 by and between

Olis Agrerment, made and entered into this plat day of MALBERT 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,

hereinaiter 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's 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 NW4 of Section 25, lying Easterly of the center thread of the Williamson River, and the NE4 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 Williamette 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 vendees 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

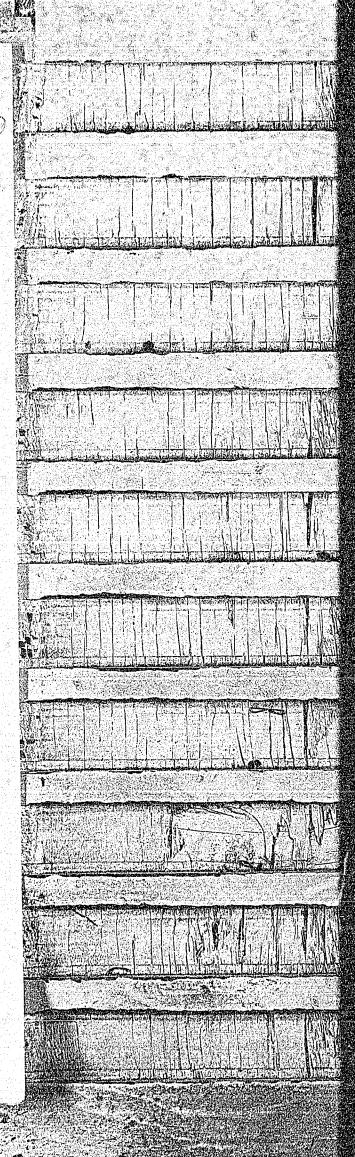
Contract of Sale dated Jan. 14, 1974, recorded April 29, 1974, in Book M-74, page 5315, Microfilm Records, wherein Jack F. Simington et ux are sellers and Albert J. Tanner is purchaser, (and to which an undivided one-half interest in said contract was assigned to Geri Ann Tanner by instrument recorded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



9033

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 1976, 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 good that said property shall be removed or destroyed before the entire purchase price has been paid good that said property shall be removed or destroyed before the entire purchase price has been paid good that said property shall be removed or destroyed before the entire purchase price has been paid good that said property shall be removed or destroyed before the entire purchase price has been paid good condition as the same now are that no improvement, now on or which may be placed on said property shall be removed or destroyed before the entire purchase price has been paid good condition as the same now are that no improvement, now on or which may be placed on said property shall be removed or destroyed before the entire purchase price has been paid good condition as the same now are that the same property shall be removed or destroyed before the entire purchase price has been paid good condition as the same now are that the same property shall be removed or destroyed before the entire purchase price has been paid good condition as the same now are the same property and the same property and the same property are the same property and the same property and the same property are the same property are the same property and the same property are the same property and the same property are the same property are the same property and the same property are the same prop

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 deed 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)

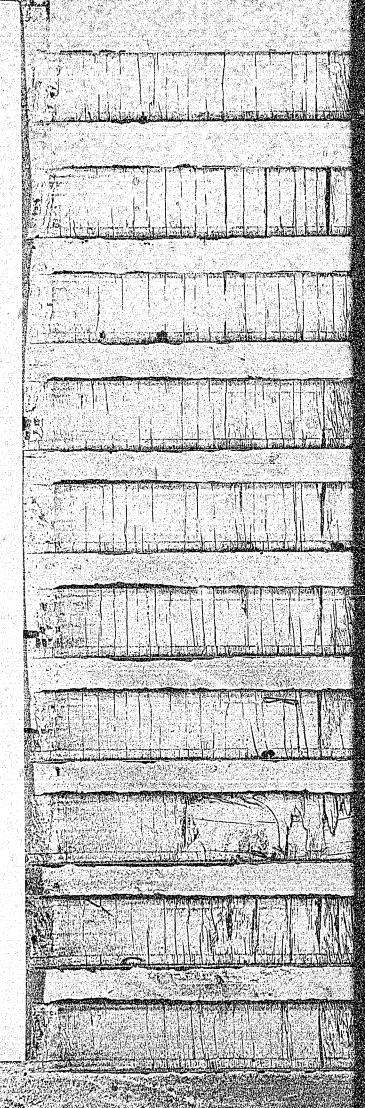
except said Hobbs and Kalita contracts herein described, which vendee assumes/and will place said deeds (2), purchasers' policy of title insurance, assignment of herein-described Simington Contract, together with amended escrow instructions thereto in herein-described Oldenkamp Contract, together with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

tion of Klamath Falls,

at Klamath Falls, Oregon

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said 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.

But in case vendee shall fall 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 the 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.

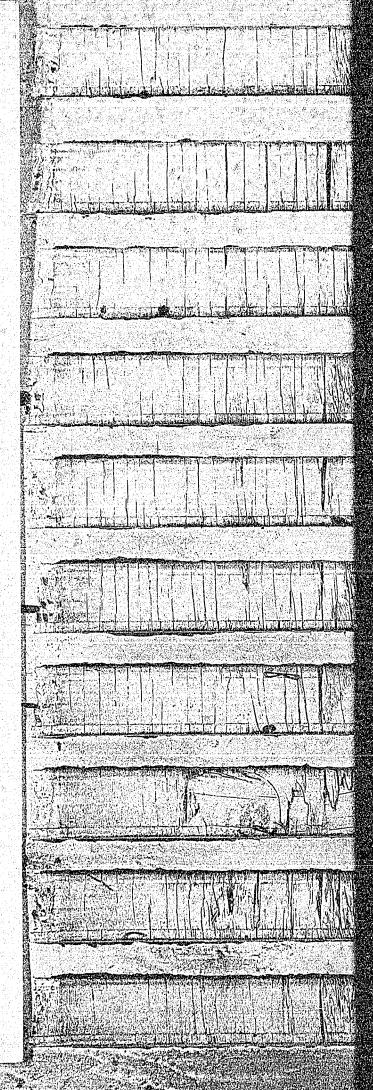
And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, 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 provision 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 partie	s the day and year first herein written.
ville It To	Ralph Campkell
Albert J. Tanner	
	Merce (amplell
1 Ker Unn Jann	Margie Campbell
Geri Ann Tanner	2. Campberry
	His Attorney-in-fact
	Peggy Campbell
STATE OF MISSOURI)	By Paray bun fell - Balth Comfbell Her Attorney-in-fact
) ss	Her/Attorney-in-fact
County of Benton)	
On this / day of M	ch, 1976, personally appeared the above-named Albert J.
Tanner and Geri Ann Tanner	er, husband and wife, and acknowledged the foregoing in- untary act and deed pefore me:
constitution of the second	Carlon Frest
	Notar Public for Missouri
	My Commission Expires: EARLENE WIEST, Notary Public Commission Exp.: Aug. 10, 1979
- STATE OF OREGON)	Commission Exp. Ady. 10. 1970
) SS	등하는 사람들 수입 사용을 들었다. 그 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은 사람들은
County of Klamath)	On this 19th day of March, 1976, personally appeared the
I tolli mie olitee oi	above-named Raigh Camphell and Margie Campbell, his wife.
Attorneys at Law	Mad Maxionex Rame bett and Reprove Comparity white and ack- nowledged the foregoing instrument to be their voluntary
First Federal Bldg.	act and deed. Before me:
Klamath Falls, Ore.	i = i = i = 1
Mail Tax Statements to:	OF O' Lelen D' Klolekner
Kaiph Campbell,	Notary Public for Oregon
takky Box 23A, Chiloanin,	(M. 97624) My Commission Expires: 11/25/76



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STATE OF OREGON; COUNTY OF KLAMATH; ss. filed for record at request of TRANSAMERICA TITLE INS. CO duty recorded in Vol. M. 76. 9 of ______DEEDS _____ on Page 9032 / Wm D. MILNE, County Clerk FEE \$ 12.00 To a line attendered that a character of a re-Lien Dieser Ber

