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MTIC #427 101 MAY 1969 5750

This Agreement, made and entered into this 28th day of June, 1976 by and between

GEORGE A. GHELLER and HELEN B. GHELLER, husband and wife,  
hereinafter called the vendor, and  
DAVID A. GRUNSTROM,  
hereinafter called the vendee.

WITNESSETH

Vendor S agrees to sell to the vendee and the vendee agrees to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lot 11, Block 7, GATEWOOD TRACT 1055, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon

It is hereby agreed between the parties that this Contract may not be conveyed or assigned without the written consent of the Sellers.

at and for a price of \$ 41,000.00 , payable as follows, to-wit:

\$ 1,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 40,000.00 with interest at the rate of 8½ % per annum from date of closing payable in installments of not less than \$ 305.00 per annum, in clusive of interest, the first installment to be paid on the 20th day of July 1976, and a further installment on the 20th day of every month thereafter until the full balance and interest are paid. In addition to the regular payments called for above, Vendee shall pay to Vendors the sum of \$3,000.00 to be paid upon the sale of Vendee's Washington State property or on or before the expiration of 18 months from the date of this contract, whichever event occurs first. It is agreed that Vendee shall obtain refinancing for the above-described property within five (5) years of the date of this contract.

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 ~~Washington State property~~ Mountain Title Co.

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 full ins. value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendors 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 the date 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 rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property as of the date of this contract.

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 apparent upon the land.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the MOUNTAIN TITLE COMPANY, Klamath Falls Office

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.

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 between the parties that upon payment in full of this contract and the surrender thereof to the Buyer, that the Sellers will furnish title insurance showing good and merchantable title in the Sellers as of the date of this contract.

It is agreed by the parties that the monthly payments made by the Vendee shall include taxes and insurance; the Vendors shall pay the taxes and insurance as they become due 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.

It is further agreed that the Vendors herein shall have the right, upon written notice to the Vendee and to the escrow holder herein, to increase the monthly payments upon this contract to offset any increase in the taxes and/or insurance upon the above-described premises.

WITNESS the hands the day and year first hereinabove written.

Send Tax Stmts to:  
Equitable Savings Assn  
1300 SW 6th Ave  
Portland, OR

Return To: MTC, Attn: Marlene

David A. Grunstrom  
George A. Geller  
Helen B. Geller

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

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 28th day of June, 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GEORGE A. GELLER and HELEN B. GELLER, husband and wife, and DAVID A. GRUNSTROM,

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.

Marlene J. Addington  
Notary Public for Oregon.  
My Commission expires 3-21-77



escrow holder may deduct cost of necessary  
and upon the said terms and  
payment, time of payment and  
following rights: (1) To  
due and payable,  
and void and in  
right and in  
any

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STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 28th day of June A. D. 1976 <sup>3:23</sup> o'clock P.M., and

duly recorded in Vol. M 76, of DEEDS on Page 9766

FEE \$ 9.00

Wm D. MILNE, County Clerk

*[Signature]*