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Server Distance States - A section

38-110.45 This Agreentent, made and entered into this 12th day of July 19 76 by and between CLOYD H. JOHNSON and NORMA B. JOHNSON, husband and wife, hereinalier called the vendor, and

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ROBERT L. JOHNSON and VIRCINIA J. JOHNSON, husband and wife, hereinafter called the vendoe. (A, a, f, A, a, a)in a way in the sould be an

WITNESSETH Vendor agrees to sell to the vendee and the vendee, agrees to buy from the vendet, all of the following described property situate in Klamath County, State of Oregon, to-will n an an tao amin'ny faritr'i Araba, ao amin'ny faritr'i Araba, amin'ny faritr'i Araba. Ny faritr'o Araba, amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny faritr'o amin'ny an all the set of the

Lot 8 in Block 41, FIRST ADDITION TO KLAMATH FALLS IN THE CITY OF KLAMATH FALLS, Klamath County, Oregon.

SUBJECT TO: Reservations, restrictions, easements and States and a second rights of way of record and those apparent on the land, wif any;

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'di and for a price of \$ 14,000.00 ; payable as follows, to-wil:

s10,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 4,000.00 with interest at the rate of 6.% payable in installments of not less than \$ 100.00 per annum from July 1, 1976, month , in clusive of interest, the first installment to be paid on the 1st day of August thereafter until the full balance and interest 1976, and a further installment on the 1st day of every month are paid.

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to make sold payments promptly on the dates above named to the order of the vendor, or the Vendee agrees survivors of them, of the Western Bank, 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 sold property will be kept insuited in companies approved by vendor against loss or damage by life in a sum not less than sfull insurable value with loss pryable to the parties policy or policies of insurance to be held by vendee, copy to vendor, 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

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges of incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall not cut or remove any timber on the premises without written consent of vendor. 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

and in last among they what is, it may be that they are shown in the instantion of our wild L link. Volvar 1. Margina J. Volneon, 312 Jefferson, 212., Margin M. Lenger, C. Margin M. Lenger, Granet which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum of \$14,000.00 covering said real property,

together with one of these agreements in escrow at the Western Bank,

SUL RUSS 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, sold escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on

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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 equive; (2) To declare the full unpaid balance immediately due and payable. (3) To specifically enforce the terms of the agreement by full in equily; (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 cremises 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 wendee 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 putpose 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 or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

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 walver 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. respective heirs, executors, administrators and assigns.

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

Cloyd H. Johnson (Dobert L. Johnson) Robert L. Johnson Norma B. Johnson Virgimia J. Johnson

rolate spin (An Johnson B. Johnson Virginia J. Johnson rolate spin (An Johnson and Chronic Science Science and Chronic Science Science and the hereing devices and science such as the set of the state of the state of the set of STATE OF OREGON County of <u>Klamath</u>, is a state of the st County of Klamath

Personally appeared the above named Cloyd H. Johnson and Norma B. Johnson, husband and

wife; and Kobert L. Johnson and Virginia J. Johnson, husband and wife; and accordwiedged the toregoing instrument to be "their datand deed. Just you are started to see the second deed น.ก.สะบรุงคุ. แต่เหตุกับ แห่งสะบอส่งๆ สายสายสี่มีจะ ก

aria ang darang kananya ng kanang tang dalam na kanang pula la Luba la kanang malde Manage to John Mark alacer " Before me: LOXU Notery Public for Oregon esteria ovoj (1 - d) tavena versi angla seciedani od 55 ka My commission sexpires: 1726-5.15

Untill a change is requested, all tax statements shall be sent to the following name and address: Robert-L. and Virginia J. Johnson, 315 Jefferson St., Klamath Falls, Oregon 97601

Return to עשימה משביגה ישום אום בופיי מום מהם מום מערכת שמרמי ומסורבי, מו לבי מר נוז לאי יושוני אוכר זא בער of SIA OW, OG COVERING SAID LOT FROMERY. From the office of GANONG & SISEMORE Attorneys at Law 建制的代表。如何知道 Atlorneys at Law First Federal Bldg. Klamath Falls, Ore.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of JULY DEEDS

FEE \$ 6.00

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A.D., 19 76 at 10;58 o'clock A M. and duly recorded in Vol M 76

WM, D. MILNE, County Cletk By filase Drage Deputy