

SN

THIS CONTRACT, Made the 19th day of August, 1976, between REGIS V. ANDRIEU and DORIS JEAN ANDRIEU, husband and wife,

of the County of Klamath and State of Oregon, hereinafter called the first party, and ANDREW HORNBECK

of the County of Klamath and State of Oregon hereinafter called the second party,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Klamath, State of Oregon, to-wit:

The NE1/4 of the SW1/4 in Section 6, Township 41 South, Range 9 East of the Willamette Meridian. SUBJECT TO: 1. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.

for the sum of Sixteen Thousand and No/100's Dollars (\$ 16,000.00)  
on account of which Two Thousand and No/100's Dollars (\$ 2,000.00)  
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of 6 per cent per annum from

October 15, 1976, on the dates and in amounts as follows: Seven (7) equal annual installments in the amount of \$2,507.96, including interest, with the first of said annual installment to be paid on the 15th day of October, 1977, and a like annual installment to be paid on the 15th day of October of each succeeding year until the full remaining balance, both principal and interest, be paid. Second Party may pay off the full remaining balance owed, at any time, without penalty. Second Party may not sell or assign his interest in said property without the written consent of the First Party.

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes, (B) for an organization or (C) for business or commercial purposes other than agricultural purposes. Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$ (None). In a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

The first party agrees that he has no other interest in the premises hereof, and that he will remain until second party a full insurance policy insuring the premises against fire and theft, and will deliver to the first party on or before the date of this agreement a copy of the policy. The first party also agrees that when said purchase price is fully paid and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under first party, excepting, however, the said easement and restrictions created by the second party or his assigns. But in case the second party 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 of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$16,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (A) And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay 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 buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself. In construing this contract, it is understood that the first party or the second party 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Regis V. Andrieu  
First Party

Andrew E. Hornbeck  
Second Party

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, on such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures for this purpose. Use Stevens-Ness Form No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols (A) and (B) should be deleted: see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

AFTER-RECORDING

Until a change is requested, all tax statements shall be sent to the following name and address

Mr. Andrew Hornbeck  
P.O. Box 282, Merrill, Oregon

Return to: Beddoe & Hamilton, 296 Main, K. Falls, Or.

