

1 insurance shall be deposited with the escrow agent as hereinafter
2 set forth.

3 VENDOR covenants that they are the owners of the above
4 described property free of all encumbrances other than as stated
5 herein. Said property is subject to a mortgage dated September 20,
6 1966 and recorded with Klamath County Clerk October 14, 1966, M-66
7 at page 10022, which said mortgage VENDOR agrees to pay according
8 to the terms thereof and hold PURCHASER harmless therefrom.

9 PURCHASER may only assign their interest in this Agreement
10 after the giving of twenty (20) days written notice of their intent
11 to VENDOR at 210 North 4th Street, Klamath Falls, Oregon 97601.

12 PURCHASER certifies that this contract of purchaser is
13 accepted and executed on the basis of their own examination and
14 personal knowledge of the premises and opinion of the value thereof
15 that no attempt has been made to influence their judgment; that no
16 representations as to the condition or repair of said premises have
17 been made by VENDOR or by any agent of VENDOR; that no agreement
18 or promise to alter, repair, or improve said premises has been made
19 by VENDOR or by any agent of VENDOR; and that PURCHASER takes said
20 property and the improvements thereon in the condition existing at
21 the time of this Agreement.

22 Failure by VENDOR at any time to require performance by
23 PURCHASER of any of the provisions hereof shall in no way affect
24 VENDOR'S rights hereunder to enforce the same, nor shall any waiver
25 by VENDOR of any breach hereof be held to be a waiver of any
26 succeeding breach, or a waiver of this non-waiver clause.

27 In case litigation is instituted arising directly or in-
28 directly out of this contract, the losing party shall pay to the
29 prevailing party his or her reasonable attorney fees and court costs
30 together with any attorney fee incurred by the prevailing party on
31 the appeal of any judgment or order of any trial court together
32 with the prevailing party's costs of said appeal.

RICHARD J. SMITH
ATTORNEY AT LAW
210 NORTH 4TH STREET
KLAMATH FALLS, ORE.
868-6607

1 As soon as practicable following the execution of this
2 Agreement VENDOR shall deliver in escrow to the First National Bank
3 of Oregon, Klamath Falls, Oregon:

- 4 (a) A warranty deed to the property, free and clear
5 of all encumbrances, except as expressly specified
6 herein, said deed to be executed by VENDOR with
7 PURCHASER as the grantee.
8 (b) An executed copy of this Agreement.
9 (c) Purchaser's policy of title insurance in the
10 amount of \$45,000.00.

11 The parties hereto hereby instruct said escrow agent to
12 receive for VENDOR'S account the balance of the installment payments
13 provided for herein. Upon full payment of the principal and interest
14 provided for herein, the escrow agent shall deliver to PURCHASER
15 the instruments specified above. If PURCHASER fails to pay any
16 installment before the expiration of fifteen (15) days after the due
17 date hereof, the escrow agent is authorized to surrender to VENDOR
18 upon demand and without notice to PURCHASER, all of the documents
19 specified in the preceding paragraphs, thereby terminating the
20 escrow.

21 In the event that PURCHASER shall fail to perform any of
22 the terms of this Agreement, time of payment and performance being
23 of the essence, VENDOR shall, at their option, subject to the
24 requirements of notice as herein provided, have the following rights:

- 25 (a) To foreclose this contract by strict foreclosure
26 in equity.
27 (b) To declare the full unpaid balance of the purchase
28 price immediately due and payable.
29 (c) To specifically enforce the terms of this Agreement
30 by suit in equity.
31 (d) To declare this agreement null and void as of the
32 date of the breach and to retain as liquidated
damages the amount of the payment theretofore made
upon said premises. Under this option all of the
right, title and interest of PURCHASER shall revert
and re-vest in VENDOR without any act of re-entry or
without any other act by VENDOR to be performed, and
PURCHASER agrees to peaceably surrender the premises
to VENDOR, or in default thereof PURCHASER may, at
the option of VENDOR, be treated as a tenant holding
over unlawfully after the expiration of a lease and
may be ousted and removed as such.

1 PURCHASER shall not be deemed in default for failure to perform any
 2 covenant or condition of this contract, other than the failure to
 3 make payments as provided for herein, until notice of said default
 4 has been given by VENDOR to PURCHASER and PURCHASER shall have
 5 failed to remedy said default within ten (10) days after the giving
 6 of the notice. Notice for this purpose shall be deemed to have been
 7 given by the deposit in the mails of a certified letter containing
 8 said notice and addressed to PURCHASER at Modoc Point, Star Route,
 9 Chiloquin, Oregon. If PURCHASER shall fail to make payment as
 10 herein provided and such failure shall continue for more than fifteen
 11 (15) days after the payment becomes due, PURCHASER shall be deemed
 12 in default and VENDOR shall not be obligated to give notice to
 13 PURCHASER of a declaration of said default.

14 The covenants, conditions and terms of this Agreement shall
 15 extend to and be binding upon and inure to the benefit of the heirs,
 16 administrators, executors and assigns of the parties hereto,
 17 provided, however, that nothing contained in this paragraph shall
 18 alter the restrictions hereinabove contained relating to assignment.

19 IN WITNESS WHEREOF, the parties have caused this agreement
 20 to be executed this 21st day of April, 1970.

21 VENDOR:

PURCHASER:

22 Robert A. Smith
 23 Robert A. Smith
 24 Robert A. Smith

James L. Say
Gloria A. Say

25 STATE OF OREGON)
 26 County of Klamath) ss.

April 21st, 1970.

27 Personally appeared the above named Richard J. Smith and
 28 Roberts A. Smith, husband and wife, and acknowledged the foregoing
 instrument to be their voluntary act and deed.

29 Before me: Dolores Down
 30 NOTARY PUBLIC FOR OREGON
 31 My Commission Expires: 1-22-73
 32

RICHARD J. SMITH
 ATTORNEY AT LAW
 210 NORTH 4TH STREET
 KLAMATH FALLS, ORE.
 882-6607

13103

1 STATE OF OREGON)
2 County of Klamath) ss

April 22nd, 1970

3 Personally appeared the above named James S. Say and
4 Gloria A. Say, husband and wife, and acknowledged the foregoing
instrument to be their voluntary act and deed.

Before me: Andrew A. Silanic
NOTARY PUBLIC FOR OREGON
My Commission Expires:
March 13, 1974

20 STATE OF OREGON; COUNTY OF KLAMATH; ss.

21 Filed for record at request of Mrs. James S. Say

22 this 23rd day of August A. D. 1976 at 3:40 P.M.

23 duly recorded in Vol. M76, of 13098

Wm D. MILHE, Clerk

24 By James S. Say

26 Fee \$18.00

RICHARD J. SMITH
ATTORNEY AT LAW
210 NORTH 4TH STREET
KLAMATH FALLS, ORE.
882-0807

18.00
Ret: James S. Say
Ret: Gloria A. Say
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