

WITNESSETH

The SW $\frac{1}{4}$ NE $\frac{1}{4}$, Section 23, Township 36 South, Range 11 East of the Willamette Meridian.

Subject to: Rights of the public in and to any portion of said premises lying within the limits of roads and highways; Any existing easements visible on the ground for roads, pipelines or utilities to which the property might be subject under provisions of Land Status Report recorded in Deed Volume 303 at page 558; Easements and rights of way of record and those apparent on the land, if any; and also subject to a contract of sale, with deed in escrow at First Federal Savings and Loan Association of Klamath Falls, Oregon, dated Dec. 11, 1972, wherein Robert C. Johnson and Patricia A. Johnson, his wife, agreed to sell and Ronald Paul Unis and Ruth Ann Unis, his wife, agreed to purchase the above-described property, which contract was thereafter on April 9, 1974, assigned to vendor herein, and which said contract vendee hereby expressly assumes and agrees to pay and to hold vendor harmless therefrom;

at and for a price of \$ 15,791.87, payable as follows, to-wit: \$10,691.87 is to be paid by vendee assuming and agreeing to pay the above-described contract of sale with Johnsons, \$ 4,500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 600.00 with interest ~~XXXXXXXXXXXXXXXXXXXX~~ payable in installments of not less than \$ 50.00 per month, ~~XXXXXXXXXXXXXXXXXXXX~~ the first installment to be paid on the 20th day of October 1976, and a further installment on the 20th day of every month thereafter until the full balance ~~XXXXXXXXXXXX~~ is paid.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~XXXX~~
~~XXXXXX~~ at the First Federal Savings and Loan Association of Klamath Falls, ~~XXXXXX~~

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

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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 that vendee shall fully pay and perform said original Johnson contract described above according to its terms and that default or breach of said contract 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 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,

which vendee assumes, and will place said deed, an assignment of Norman Unis' interest in said Johnson contract, amendment to escrow instructions, in triplicate, together with one of these agreements in escrow at the First Federal Savings and Loan Association of

Klamath Falls,

at Klamath Falls, Oregon

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~~ ^{into Escrow No. 3210}, but that in the event of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

But in case 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 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 re-vest 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 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 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 parties the day and year first herein written.

Lynn Brotherton
STATE OF ~~OREGON~~
California

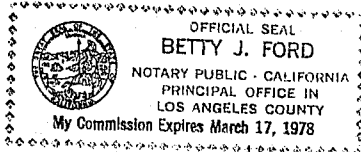
County of Los Angeles

ss.

BE IT REMEMBERED, That on this 11th day of October ~~September~~ 1976, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Norman Unis,

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.



Betty J. Ford
Notary Public for ~~Oregon~~ California
My Commission expires March 17, 1978

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

Lynn Brotherton, Noatak, Alaska 99761.

Return
to
From the office of
GANONG & SISEMORE
Attorneys 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 21st day of OCTOBER 1976 at 9:00 o'clock A.M., and duly recorded in Vol. M 76 of DEEDS on Page 16746.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *Hazel D. Dugan* Deputy