

A-27871 28234 Vol. 11 Page 6506
This Agreement, made and entered into this 5th day of April, 1977 by and between

NORMAN MILLER ANDERSON, aka Miller Anderson, and LAVINA A. ANDERSON, husband and wife,

hereinafter called the vendor, and

HERMAN WARREN ANDERSON and DEBORAH ANN ANDERSON, husband and wife,

hereinafter called the vendee.

WITNESSETH

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

PARCEL 1: NE $\frac{1}{4}$ SE $\frac{1}{4}$ or Lots 17 and 24 of Section 15, Twp. 36 S., R. 12, E.W.M.; Lots 3, 4, 5, 6, 11, 12, 13, 14 and 19 of Section 13, Twp. 36 S., R. 12, E.W.M.; The NE $\frac{1}{4}$ or lots 1, 2, 7, 8, 9, 10, 15 and 16 of Section 14, Twp. 36 S., R. 12, E.W.M., LESS 19.79 acres described as follows: Beginning at the South quarter corner of Section 14, Twp. 36 S., R. 12, E.W.M.; thence running North a distance of 2640 feet to the center of said Section 14, which is the true point of beginning. From the true point of beginning running North 762 feet to the Southerly boundary of the right of way of the Oregon, California & Eastern Railway Company; thence along said right of way boundary South 70°00' East a distance of 1528.5 feet; thence on a 5879.7 foot radius curve to the left a distance of 510 feet; thence North a distance of 50.6 feet; thence South 76°52' East a distance of 609.6 feet to the intersection of the South line of said quarter section; thence West along the South line of said quarter section, a distance of 2508.5 feet to the point of beginning, being a portion of Lots 10, 15 and 16 of Section 14, Twp. 36 S., R. 12, E.W.M., leaving 120.57 acres, more or less.

SAVING AND EXCEPTING from all the above-described property that portion thereof lying within the right of way of the Oregon, California and Eastern Railway.

PARCEL 2: The following portions of Section 13, Twp. 36 S., R. 12, E.W.M.: That portion of Lot 20 lying North of the O C & E Railroad Right of Way; That portion of Lot 22 lying North of the Sprague River; That portion of Lot 19 lying East of the Sprague River. ALSO that portion of Lot 19 lying West of the East line of the Sprague River, which lies North of the O C & E Railroad Right of Way.

SUBJECT TO: Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder; Rights of the public in and to any portion of the herein-described premises lying within the limits of any roads or highways; Rights of the Federal Government, the State of Oregon and the general public in and to that portion of said property lying below the high water line of Sprague River; Reservations and restrictions in deed recorded October 14, 1933, in Deed Volume 101, page 532, Records of Klamath County, Oregon (affects Lots 17 and 24, Section 15); Easements and rights of way of record and those apparent on the land, if any; Reservations and restrictions contained in Land Status Report recorded October 14, 1958 in Deed Volume 304 at page 623, Deed Records of Klamath County, Oregon, (affects Lots 20 and 22, Section 13); Reservations and restrictions contained in Land Status Reports recorded Nov. 5, 1958 in Deed Vol. 306 at page 42, and corrected in Land Status Report recorded December 3, 1958 in Deed Vol. 307 at page 165, and recorded Dec. 8, 1958 in Deed Vol. 307 at page 328, Records of Klamath County, Oregon; and also subject to a Mortgage to The Federal Land Bank of Spokane, recorded April 11, 1973, in Vol. M73 at page 4218, Microfilm Records of Klamath County, Oregon, and a Mortgage to Sonja Ann Anderson Griffin, et al, which said two Mortgages vendees herein DO NOT assume, and vendors covenant and agree to hold them harmless therefrom.

NOTE: The above property has been granted special assessments for farm use, and when same is terminated it will be subject to additional ad valorem tax.

As part of the consideration for this conveyance, vendees covenant and agree that in the event they make an offer to sell the above-described real property to a third party or receive an offer to purchase the above-described real property from a third party, before making the offer to a third party or accepting the offer from the third party vendees shall offer to sell the property to Leslie Anderson on the same terms and conditions as contained in the offer with the third party. After said offer is made to Leslie Anderson, he shall have 60 days in which to accept or reject the offer. If the offer has not been accepted by Leslie Anderson within 60 days or has been rejected by him, then the vendees herein-named may sell to the third party on those same terms and conditions;

After recording return to Klamath County Title Company

at and for a price of \$ 60,000.00 , payable as follows, to-wit:

\$ 5,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 55,000.00 with interest at the rate of 5 % per annum from April 15, 1977 payable in installments of not less than \$ 3,000.00 per year , in clusive of interest, the first installment to be paid on the 15th day of April , 1978 , and a further installment on the 15th day of every April thereafter until the full balance and interest are paid. 15th day of April, 1983, at which time the annual payments will be increased to \$5,000.00, and will continue at said sum on the 15th day of each April until the full balance and interest are paid.

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 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 hereinafter 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 insurable value with loss payable to the parties as their respective interests may appear, and policy or policies of insurance to be held by vendees, copy to vendors, 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 or incumbrances whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property April 15, 1977.

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,

EXCEPT the two mortgages herein-described which vendee assumes/ and will place said deed and purchasers' policy of title insurance in sum of \$60,000.00 covering said real property,

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

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, but that in case 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 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 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.

Norman Miller Anderson
Norman Miller Anderson

Lavina A. Anderson
Lavina A. Anderson

Herman Warren Anderson
Herman Warren Anderson

Deborah Ann Anderson
Deborah Ann Anderson

STATE OF OREGON)
County of Klamath) S

On this 15 day of April, 1977, personally appeared the above-named Norman Miller Anderson, aka Miller Anderson, and Lavina A. Anderson, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL)
From the office of
Ganong, Ganong & Sisemore
Attorneys at Law
First Federal Bldg.
Klamath Falls, Ore.

William J. Harris
Notary Public for Oregon
My Commission Expires: 10/1/78

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

Herman Warren and Deborah Ann Anderson

Beatty, Oregon 97621

6509

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 18th day of APRIL 1977 at 2:31 o'clock P.M. and

duly recorded in Vol. M77 of DEEDS on Page 6506

FEE \$ 12.00

W. D. MILNE, County Clerk

Sub:

Klam Co Title

Hazlett Drazle