

30736

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This Agreement, made and entered into this 6th day of June, 1977 by and between

LESTER JAMES MILLER and ANNE PATRICIA MILLER, husband and wife,
hereinafter called the vendor, and

DONALD G. BROWN and PENNY BROWN, husband and wife,

hereinafter called the vendee.

WITNESSETH that the Vendor and Vendee have agreed to sell to the vendee and the vendee has agreed to buy from the vendor all of the following described property situated in Klamath County, State of Oregon, to-wit:

The Easterly 50 feet of Lot 6 in Block 40 of HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, Klamath County, Oregon

and the vendee has agreed to pay to the vendor the sum of \$27,500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$24,500.00 with interest at the rate of 8% per annum payable in installments of not less than \$200.00 per month the first installment to be paid on the 5th day of July, 1977, and a further installment on the 5th day of every month thereafter. The entire balance, both principal and interest, is to be paid in full on or before the 5th day of July, 1978. In the event this contract becomes in default the Vendors herein shall be entitled to interest on the unpaid balance from the date of default at the rate of 8 percent per annum.

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 First National Bank of Oregon,

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 said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$ full ins. value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendors copy to Vendees 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. Taxes to be prorated as of June 7, 1977.

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 be entitled to the possession of said property. June 6, 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 reservations, restrictions, easements and rights of way of record and those apparent upon the land; charges and assessments of the City of Klamath Falls for sewer services.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the First National Bank of Oregon,

at Klamath Falls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrow 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.

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Lester James Miller and Anne Patricia Miller, husband and wife, of the County of Klamath, State of Oregon, do hereby certify that the within instrument was received and filed for record on the 27th day of June, A.D., 1977, at 9:58 o'clock A.M., and duly recorded in Vol. 10005 of DEEDS on Page 10005.

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 provisions 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 serve to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, successors, administrators and assigns.

IN WITNESS WHEREOF the parties have set their hands and seals the day and year first hereinabove written.

Lester James Miller
Anne Patricia Miller
Donald G. Brown
Penny R. Brown

STATE OF OREGON, ss.
County of Klamath

BE IT REMEMBERED, That on this 7th day of June, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named LESTER JAMES MILLER & ANNE PATRICIA MILLER, husband and wife, and DONALD G. BROWN & PENNY R. BROWN, husband and wife,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they 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.

Notary Public for Oregon
My Commission expires 7-27-78

STATE OF OREGON, COUNTY OF KLAMATH, ss.
I hereby certify that the within instrument was received and filed for record on the 27th day of June, A.D., 1977, at 9:58 o'clock A.M., and duly recorded in Vol. 10005 of DEEDS on Page 10005.

FEE \$ 6.00
WM. D. MILNE, County Clerk
By [Signature] Deputy

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