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THIS AGREEMENT, made and entered into this 15th day of September 1977, by and between  
IVA D. MCCABEE hereinafter called Seller, and WILLIAM E. JUDEVINE and NORMA J.T. JUDEVINE, husband and wife, hereinafter called Buyer, (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

WITNESSETH

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situate in Klamath County, State of Oregon, to-wit: All that portion of Lots 7 and 8 in Block 19 of HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, described as follows: Beginning at the most Westerly corner of said Lot 7 at the corner of Crescent Avenue and Manzanita Street; thence Easterly along the North line of Manzanita Street 75 feet; thence Northerly at right angles to Manzanita Street 75 feet to a point; thence Westerly and parallel with Manzanita Street to the East line of Crescent Avenue; thence Southerly along the East line of Crescent Avenue to the point of beginning.

SUBJECT TO: 1977-78 real property taxes & all future real property taxes and assessments; reservations, restrictions, easements & rights of way of record, and those apparent on the land.

TOGETHER WITH the personal property hereinafter set forth.

The purchase price thereof shall be the sum of \$ 44,095.00, payable as follows: \$ 9,000.00 upon the execution hereof; the balance of \$ 35,095.00 shall be paid in monthly installments of \$ 270.00

including interest at the rate of 8.50 % per annum on the unpaid balances, the first such installment to be paid on the

1st day of November 1977, and a further and like installment to be paid on or before the 1st day of every month thereafter until the entire purchase price, including both principal and interest, is paid in full,

PROVIDED, HOWEVER, that the entire purchase price and interest shall be paid in full no later than November 1, 1980.

It is mutually agreed as follows:

1. Interest as aforesaid shall commence from 9/15/77. Buyer shall be entitled to possession of the property as of 9/15/77.

2. After 1/19/78, Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment.

3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, purported liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of 9/15/77, and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor; Buyers shall furnish Seller with proof of payment of all real property taxes at such time as said taxes are paid.

4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss, all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession; and shall furnish Seller evidence of such insurance.

5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair; provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller.

6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at First National Bank of Oregon, Main Branch, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller.

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

William E. & Norma J.T. Judevine  
1607 Crescent Street  
Klamath Falls, Oregon 97601



8. Included in this sale is the personal property more particularly described on Exhibit "1" which is attached hereto and by this reference made a part hereof, and it is understood and agreed by and between the parties hereto that the sum of \$1,595.00 is allocated to said personal property and the remaining \$42,500.00 is allocated to the real property herein above described. Seller shall execute a Bill of Sale to said personal property and place the same in said escrow with instructions to said escrow holder to deliver the same unto Buyers at such time as the full contract balance and interest has been paid in full.

9. Buyers shall pay directly to Seller a penalty of 1% of the payment due for each payment that is more than 15 days delinquent.

10. It is further understood and agreed by and between the parties hereto that in the event of a subsequent sale of the subject property by Buyers herein that this contract shall be paid in full at the time of such sale.

PROVIDED, FURTHER, that in case Buyer 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 Seller 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 this 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 Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer 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 Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Buyer further agrees that failure by Seller, at any time, to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder, to enforce the same, nor shall any waiver by Seller of any 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

Witness the hands of the parties the day and year first herein written.

Iva D. Mocabee, Seller, and her husband, William E. Judevine, by: E. J. Mocabee, her Attorney-in-Fact, and Norma J. T. Judevine, Buyer.

STATE OF OREGON, County of Klamath, ss. September 15, 1977.

Personally appeared the above named WILLIAM E. JUDEVINE and NORMA J. T. JUDEVINE, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Kathy R. Mallama, Notary Public for Oregon. My Commission expires: 6-13-80.

From the office of PRENTISS K. PUCKETT, P.C., Attorney at Law, First Federal Bldg., Klamath Falls, Oregon 97601.



STATE OF OREGON

County of MULTNOMAH ) ss.

September 19, 1977

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Personally appeared E.J. MOCABEE, who, being sworn, stated that he is the attorney-in-fact for IVA D. MOCABEE, and that he executed the foregoing instrument by authority of and in behalf of said principals; and he acknowledged said instrument to be her act.

BEFORE ME:

John S. Rice  
Notary Public for Oregon

My Commission expires: 3-12-79

EXHIBIT "1"

and assigns, all of the following described personal property, to-wit:

Downstairs bedroom:

- 1 Wall lamp
- 4 Wall pictures
- 2 Maple Poster beds
- 2 Springs & Mattresses
- 1 Maple Dresser & Mirror

Upstairs bedroom:

- 2 Iron twin beds
- 2 Springs & mattresses
- 2 Wall lamps
- 1 Wall picture (Indian)
- 1 Chest of drawers
- 1 Green Chair
- 1 Dish
- 1 Small wall picture

Upstairs bedroom:

- 2 Maple beds
- 2 Springs & mattresses
- 2 Wall lamps
- 1 Chest of drawers
- 1 Dish
- 1 Nite stand
- 1 Dresser & mirror

Upstairs bedroom:

- 2 Maple twin beds
- 2 Springs & Mattresses
- 2 Maple chests of drawers
- 1 Green chair
- 1 Dish
- 1 Pink table lamp
- 1 Wall lamp
- 1 Wall Mirror
- 1 Large picture
- 2 Small pictures

- 1 Kirby Vacuum, Upright
- 1 Hoover Vacuum, Upright
- 1 Electrolux Vacuum, tank

Living Room:

- 1 Zenith black & white TV & stand
- 1 Corner table
- 1 End table
- 1 Round table
- 1 Green table
- 1 Ottoman
- 1 Green occasional chair
- 1 Coffee table
- 2 Davenports
- 2 Matching pillows
- Fireplace screen & andirons

Entry Hall:

- 1 Corner table (Rattan)
- 1 End table (Rattan)
- 2 Chairs (Rattan)
- 1 Stool (desk)
- 1 Desk
- (1) Floor planter

Kitchen:

- 1 Frigidaire Range
- 1 Kitchen stool
- 1 Chrome table and 4 chairs
- 1 Frigidaire Refrigerator

Dining Room:

- 1 Green extension table & 6 chairs
- 1 Wall mirror
- 1 Attached shelf
- 1 Drop leaf green table

Family Room:

- 1 End table
- 1 Hide-a-bed sofa
- 1 Wood box
- 1 Maple occasional chair
- 1 Maple foot stool
- 1 Maple Rocker (green)
- 1 Maple drop leaf table
- 8 Maple Captains chairs

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of September A.D., 19 77 at 4:03 o'clock P. M., and duly recorded in Vol. M77 of Deeds on Page 17626.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By Bernetha H. Retack Deputy