

37246 MTC 4354-B Vol. 77 Page 19518  
This Agreement, made and entered into this 12th day of October, 1977 by and between

BOB A. DORTCH and PAULA MARIAN DORTCH, husband and wife,  
hereinafter called the vendor, and  
KEITH L. RICE,  
hereinafter called the vendee.

WITNESSETH

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

PROPERTY DESCRIPTION IS ATTACHED HERETO MARKED "EXHIBIT A"

at and for a price of \$ 15,000.00 , payable as follows, to-wit:

\$ 2,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 13,000.00 with interest at the rate of 7 1/4 % per annum from November 1, 1977 payable in installments of not less than \$ 100.00 per month, inclusive of interest, the first installment to be paid on the 10th day of November 1977, and a further installment on the 10th day of every month thereafter until the full balance and interest are paid. In addition to the monthly payments called for herein, Vendee shall pay all taxes and insurance when due. In the event Vendee does not pay said taxes and insurance when due, Vendors, may, at their option, pay said taxes and insurance and add them back to the principal of this contract, said amounts so added to bear interest at the rate provided herein.

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

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 November 1, 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 November 1, 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 set forth in said Warranty Deed.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the

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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Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event 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 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 vendee derived under this agreement shall utterly cease and determine, and the promises aforesaid shall revert and revest 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 promises 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 inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

It is understood and agreed that the above-described property, together with other property, is subject to a Contract of Sale dated July 3, 1969, between Ramona A. Wasson, as Seller, and Dale R. Roberts and Laura G. Roberts, husband and wife, as Buyers, which Contract was subsequently assigned by instrument dated May 31, 1973 wherein Dale R. Roberts and Laura G. Roberts, husband and wife, as Assignors, assigned all their right, title and interest therein to Bob A. Dortch and Paula Marian Dortch, husband and wife, as Assignees, which Contract of Sale, Vendors shall pay and hold Vendees harmless.

If the above-described Contract of Sale, together with the Assignment thereof, shall become in default, Vendee herein shall have the right, at his option, to make said payments and take credit for such sums paid upon this Contract of Sale.

In the event that Vendee herein desires to pay off this contract he shall give Vendors twenty (20) days written notice to clear the title to the above-described property.

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

*Bob A. Dortch*  
Paula Marian Dortch, Attorney-in-Fact  
*Paula M. Dortch*  
*Heath R. Dortch*

**VANDENBERG AND BRANDSNESS**

ATTORNEYS AT LAW

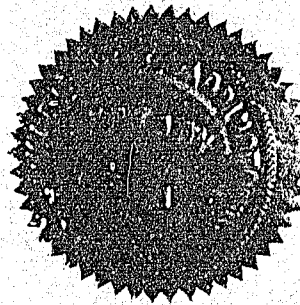
411 PINE STREET

KLAMATH FALLS, OREGON 97601

TELEPHONE 503/882-5501



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STATE OF OREGON )  
County of Klamath ) ss. October 12, 1977

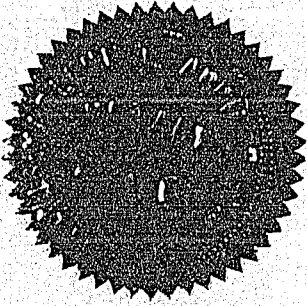
Personally appeared the above-named PAULA MARIAN DORTCH, who being sworn, stated that she is the attorney-in-fact for Bob A. Dortch, and that she executed the foregoing instrument by authority of and in behalf of said principal; and she acknowledged said instrument to be his act. Before me:

Harlene J. Addington  
Notary Public for Oregon  
My Commission expires: 3-22-81

STATE OF OREGON )  
County of Klamath ) ss. October 12, 1977.

Personally appeared the above-named PAULA MARIAN DORTCH and KEITH L. RICE, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Harlene J. Addington  
Notary Public for Oregon  
My Commission expires: 3-22-81



A parcel of land situated in the N $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 10,  
Township 40 South, Range 9 East of the Willamette  
Meridian, being more particularly described as follows:

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Beginning at the Northeast corner of the N $\frac{1}{2}$  N $\frac{1}{2}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$   
of said Section 10, said point being in the centerline  
of the County Road; thence South 89°45'43" West, 1000.15  
feet to a 5/8 inch iron pin in the centerline of a drain  
ditch; thence along the drain ditch, South 16°34'00"  
West 70.04 feet; thence continuing along said ditch,  
South 07°18'08" East 223.92 feet; thence continuing  
along said ditch, South 07°13'15" West 44.56 feet to  
a 5/8 inch iron pin on the South line of the N $\frac{1}{2}$  N $\frac{1}{2}$   
SE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 10; thence leaving said ditch  
North 89°45'19" East 996.96 feet to the Southeast corner  
of the N $\frac{1}{2}$  N $\frac{1}{2}$  SE $\frac{1}{4}$  SE $\frac{1}{4}$  thence North 00°03'04" East, along  
the East line of said Section 10, 333.32 feet to the  
point of beginning, EXCEPTING THEREFROM the East 295  
feet of the above-described property

TOGETHER WITH a non-exclusive easement for purposes  
of ingress and egress by a 60 foot wide strip of land  
lying 30 feet on each side of the North line of the  
SE $\frac{1}{4}$  SE $\frac{1}{4}$  of said Section 10

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 13th day of OCTOBER 1951, at 10:19 o'clock A.M., and  
fully recorded in Vol. M77, of DEEDS on Page 19518

Wm D. MILNE, County Clerk

By *Bernethard J. Letick*

Rt. to MTC

FEE \$ 9.00

"EXHIBIT A"