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Vol. ^m 77 Page 1976

MTC 384-1630

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page

THIS AGREEMENT, made and entered into this 23rd day of April, 1976, by and between THOMAS PATRICK FENELON, III, and PHYLLIS Y. FENELON, husband and wife, hereinafter called Vendors, and BILL HARRIS and ROSALYN HARRIS, husband and wife, hereinafter called Vendees.

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: In Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon; The NW 1/4, SW 1/4, and that portion of the SW 1/4 lying Southerly of Sprague River Highway.

Section 4: That part of the SW 1/4 lying Easterly of the center thread of the Sprague River; the NW 1/4 SW 1/4, the SW 1/4 SW 1/4 and the NW 1/4 SW 1/4.

PARCEL 2: That portion of the SW 1/4 and SW 1/4, lying Southerly and Easterly of the center thread of Sprague River, of Section 4, Township 36 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon.

Together with all existing water rights appurtenant thereto.

NOTE: Parcel 1 above has been granted special assessments for farm use, and when same is terminated it will be subject to additional ad valorem tax.

SUBJECT TO: Rights of the public in and to any portion of the herein-described property lying within the limits of roads and highways; Rights of the public and of governmental bodies in and to that portion of the premises herein-described lying below the high water mark of Sprague River; Reservations as contained in deed recorded November 1, 1940, in Volume 133, page 75, Deed Records of Klamath County, Oregon; Restrictions and easements including the terms and provisions thereof, as contained in Land Status Report recorded October 31, 1958, in Volume 305, page 547, Deed Records of Klamath County, Oregon; Easements and rights of way of record and those apparent on the land, if any; Reservations as contained in deed recorded September 9, 1958, in Volume 303, page 336, Deed Records of Klamath County, Oregon; also subject to a real estate contract including the terms and provisions thereof, dated June 17, 1974, recorded July 30, 1974, in Volume M74, page 9266, Klamath Records of Klamath County, Oregon, between Rodney F. Allen and Fannie H. Allen, as sellers, and Thomas Patrick Fenelon III and Phyllis Y. Fenelon, his wife, as buyers, which vendors' interest in said contract was thereafter assigned to United States National Bank of Oregon, Trustee, and which said real estate contract vendors herein covenanted and agreed to pay and perform according to its terms; Terms and provisions thereof of that certain Trust as disclosed by deed recorded August 7, 1973, in Volume M73, page 9233; the property is also subject to an unrecorded real estate contract dated June 18, 1973, between Howard E. Walker as vendor and Gilbert V. Willhite and Norma J. Willhite as vendees, which vendors' interest in said contract was thereafter assigned to Larry A. Glazier, et al, and which said real estate contract vendors herein do hereby covenanted and vendors covenanted and agreed

Appendix - Page 1.

THIS INSTRUMENT IS BEING RECORDED TO CORRECT THE
LEGAL DESCRIPTION.

CHIEF OF CLERK
COUNTY OF Klamath
RECORDED FOR ME
1976

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76 MAY 19 1976

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to hold then harmless therefrom; and also subject to an unrecorded contract dated Nov. 22, 1967, wherein Roscoe E. Allen and Pauline H. Allen are purchasers and wherein Glenger Interprises, Inc. is seller, which said contract vendee herein to hold harmless and vendore covenant and agree to hold then harmless therefrom; also subject to a contract of sale wherein Glenger Interprises, Inc. is seller and Howard E. Palmer is purchaser, which said contract vendee herein to hold harmless and vendore covenant and agree to hold vendore harmless therefrom;

at and for a price of \$215,000.00 (of which \$15,000.00 is attributed to personal property, for which vendors will give to vendee a bill of sale, and \$200,000.00 is attributed to real property), payable as follows, to wit: \$115,166.41 by assumption of above-described Allen-Fensel contract; \$67,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; and \$39,833.59 with interest at the rate of 3-1/2% per annum from May 10, 1976, is payable in installments of not less than \$6,000.00 per year, inclusive of interest, the first installment to be paid on the 31st day of October, 1976, and a further installment on the 31st day of every October thereafter until the full balance and interest are paid.

It is agreed between the parties that a default by vendee in the performance of the Allen-Fensel contract above-described shall constitute a default under the terms and provisions of this contract.

Vendee agrees to make said payments promptly on the dates above named to the order of the Vendor, or the survivors of them, at United States National Bank of Oregon, at Chiloquin, 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 its full insurable value, with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee, copy to vendor, 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 rights of the vendor in and to said property. Vendee shall not cut or remove timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said property May 10, 1976.

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 those above set forth, which vendee assumes (except for said Glenger contracts), and will place said deed, an assignment of said Allen-Fensel contract, amendment to escrow instructions, in triplicate, and purchasers' policy of title insurance, together with one of these agreements in escrow at the United States National Bank of Oregon, at Chiloquin, Oregon, and shall enter into written escrow instructions 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 into Escrow No. _____ 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

CHAS. A. BROWN
ATTORNEY AT LAW
PO BOX 2000
CHILQUIN OREGON 97501

Agreement - Page 2.

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1 agreement, then vendor shall have the following rights: (1) To foreclose
2 this contract by strict foreclosure in equity; (2) To declare the full unpaid
3 balance immediately due and payable; (3) To specifically enforce the terms
4 of the agreement by suit in equity; (5) To declare this contract null and
5 void, and in any of such cases, except exercise of the right to specifically
6 enforce this agreement by suit in equity, all the right and interest hereby
7 created or then existing in favor of vendee derived under this agreement shall
8 utterly cease and determine, and the premises aforesaid shall revert and reversion
9 in vendor without any declaration of forfeiture or act of reentry, and without
10 any other act by vendor to be performed and without any right of vendee of
11 reclamation or compensation for money paid or for improvements made, as absolutely,
12 fully and perfectly as if this agreement had never been made.

13 Should vendee, while in default, permit the premises to become vacant,
14 vendor may take possession of same for the purpose of protecting and preserving
15 the property and their security interest therein, and in the event possession
16 is so taken by vendor they shall not be deemed to have waived their right
17 to exercise any of the foregoing rights.

18 And in case suit or action is instituted to foreclose or to enforce any
19 of the provisions hereof, the prevailing party in such suit or action shall
20 be entitled to receive from the other party his costs which shall include
21 the reasonable cost of title report and title search and such sum as the trial
22 court and or appellate court, if an appeal is taken, may adjudge reasonable
23 as attorney's fees to be allowed the prevailing party in said suit or action
24 and/or appeal, if an appeal is taken.

25 Vendee further agrees that failure by vendor at any time to require performance
26 by vendee of any provision hereof shall in no way affect vendor's
27 right hereunder to enforce the same, nor shall any waiver by vendor of such
28 breach of any provision hereof be held to be a waiver of any succeeding breach
29 of any such provision, or as a waiver of the provision itself.

30 In construing this contract, it is understood that vendor or the vendee
31 may be more than one person; that if the context so requires the singular
32 pronoun shall be taken to mean and include the plural, the masculine, the
33 feminine, and the neuter, and that generally all grammatical changes shall
34 be made, assumed and implied to make the provisions hereof apply equally to
35 corporations and to individuals.

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

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

40 Thomas Patrick Fenslon, III
41 Thomas Patrick Fenslon, III

42 Bill Harris
43 Bill Harris

44 Phyllis Y. Fenslon
45 Phyllis Y. Fenslon

46 Rosalyn Harris
47 Rosalyn Harris

48 STATE OF OREGON)
49) SS
50 County of Klamath)

51 On this 30th day of April, 1976, personally appeared the above-named
52 Thomas Patrick Fenslon, III, and Phyllis Y. Fenslon, husband and wife, and acknowledged
53 the foregoing instrument to be their act and deed. Before us:

54 Barbara D. Adkins
55 Notary Public for Oregon

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STATE OF NEVADA

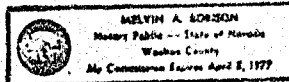
County of Washoe

On this 23 day of April, 1976, personally appeared the above-named Bill Harris and Rosalyn Harris, husband and wife, and acknowledged the foregoing instrument to be their act and deed. Before me:

Melvin A. Robison
Notary Public for Nevada

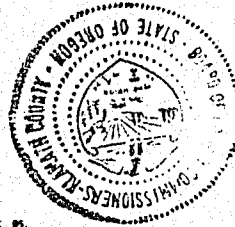
(SEAL)

My Commission Expires:



Until a change is requested, mail all tax statements to:

Mr. & Mrs. Bill Harris
State Rt. Box 2
Carlin, NV 89801

Return To: MTCAttn: Marlene

STATE OF OREGON; COUNTY OF KLAMATH; ss.

for record at request of MOUNTAIN TITLE CO

this 3rd day of May A.D. 1976 of 6:01 o'clock P.M. and
duly recorded in Vol. H 76 of DEEDS on page 6724

FEE \$ 12.00

Wm D. MILNE, County Clerk

By James Mitchell

STATE OF OREGON)

County of Klamath)

I, Wm D. MILNE, County Clerk of the above named County and State
and Clerk of the Circuit Court of the County of Klamath and
Oregon do hereby certify that the foregoing copy has been by
pared with the original, and that it is a transcript therefrom, and
whole of such original as the same appears on file or of recor
office and in my care and custody.

IN TESTIMONY WHEREOF, I have hereunto set my hand and of

seal of said Court, this 17 day of Oct A.D. 77

Wm D. MILNE, Klamath County Clerk

By James Mitchell Deputy

THIS INSTRUMENT IS BEING
RECORDED TO CORRECT THE LEGAL DESCRIPTION



STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 17th day of
October A.D., 19 77 at 10:20 o'clock A M., and duly recorded in Vol. M77
of Deeds on Page 19767

FEE \$12.00

WM. D. MILNE, County Clerk

By Bernard D. Letcher Deputy