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This Agreement, made and entered into this 22nd day of November, 1977 by and between  
DONALD E. MCGHEHEY and GRACE G. MCGHEHEY, husband and wife,  
hereinafter called the vendor, and

HUGH L. ALLEN and NANCY M. ALLEN, husband and wife,  
hereinafter called the vendee.

## WITNESSETH

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

Lot 12, Block 2 of TRACT 1002, LA WANDA HILLS, according  
to the official plat thereof on file in the office of the  
County Clerk of Klamath County, Oregon

SUBJECT TO: Road assessment for the improvement of road  
entered October 17, 1976, Improvement Unit No. 95, in  
the original amount of \$2,292.42, balance of \$1,833.94,  
plus interest, if any, which Vendees herein assume and  
agree to pay.

at and for a price of \$5,500.00

payable as follows, to-wit:

\$ 1,000.00 at the time of the execution  
of this agreement, the receipt of which is hereby acknowledged; \$ 4,500.00 with interest at the rate of 9 %  
per annum from December 1, 1977 payable in installments of not less than \$ 50.00 per  
month, in clusive of interest, the first installment to be paid on the 1st day of January  
1978, and a further installment on the 1st day of every month thereafter 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 Mountain Title Company,

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 \$ n/a with loss payable to the parties as their respective interests may appear, said  
policy or policies of insurance to be held 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 25, 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 as of December 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 Mountain Title Company

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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H. Allen

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~~ <sup>within the time</sup> ~~and~~ <sup>as</sup> ~~the~~ <sup>the</sup> ~~times~~ <sup>times</sup> 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 premises aforesaid shall revert and reversion 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 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.

WITNESS the hands of the parties the day and year first above written.

Hugh L. Allen  
Frances M. Allen  
Donald E. McGuehey  
Grace S. McGuehey

STATE OF Idaho )  
 County of Blaine ) ss. March 1, 1977.

Personally appeared the above-named DONALD E. MCGUEHEY and GRACE S. MCGUEHEY, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Idaho  
 My Commission expires: March 15, 1980

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

VANDENBERG AND BRANDSNESS  
 ATTORNEYS AT LAW  
 411 PINE STREET  
 KLAMATH FALLS, OREGON 97601  
 TELEPHONE 503/882-5501

After recording return to:

Mountain Title Company  
4535 South Sixth  
Attention: Milly

23821

STATE OF OREGON,

County of Klamath

FORM NO. 23 ACKNOWLEDGMENT

BE IT REMEMBERED, That on this 22nd day of November, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HUGH L. ALLEN and NANCY M. ALLEN, husband and wife,

known to me to be the identical individuals 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.

*Mildred L. Davis*  
Notary Public for Oregon.  
My Commission expires 7-19-78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO.  
this 3th day of DECEMBER, A. D. 1977 at 3:45 o'clock P. M., and

fully recorded in Vol. 477, of BOOKS, on Page 4381

FEE \$ 9.00

Wm D. MILNE, County Clerk

By *Bernetha A. Letcher*