

A-28985 45963

This Agreement, made and entered into this 8th day of March, 1978, Vol. 28 Page 6755

EDWARD J. McMILLAN and CAROL L. McMILLAN, husband and wife,
hereinafter called the vendor, and
LOIS E. MACY
hereinafter called the vendee.

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:

A piece or parcel of land situated in the SW1/4 NW1/4 of Sec. 11, Twp. 39 S.R. 9 E.W.M., more particularly described as follows: Beginning at a point from which the West quarter corner of said Sec. 11 bears South 88°57' West a distance of 153.0 feet and South 1°12' East a distance of 225.8 feet; thence North 88°57' East parallel to the East-West quarter line of said Section a distance of 189 feet to a point; thence North 1°12' West parallel to the West line of said section a distance of 105.6 feet to a point; thence South 88°57' West a distance of 189 feet to a point; thence South 1°12' East a distance of 105.6 feet to the point of beginning,

SUBJECT TO: Acreage and use limitations under provisions of the United States statutes and regulations thereunder; contract and/or lien for irrigation and/or drainage; rules, regulations and assessments of South Suburban Sanitary District, and to reservations, easements and rights of way of record or apparent on the land,

at and for a price of \$ 35,000.00 payable as follows, to-wit:

\$ 3,500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$31,500.00 with interest at the rate of 9 % per annum from March 15, 1978 payable in installments of not less than \$ 200.00 per month inclusive of interest, the first installment to be paid on the 15 day of April 1978 and a further installment on the 15th day of every month thereafter until the full balance and interest are paid.

Purchaser hereby covenants and agrees that she will attempt to refinance the property above described or put same on the market to be refinanced on or before April 1, 1980.

It is understood and agreed that said property is subject to mortgage to First National Bank of Oregon recorded Nov. 9, 1962, Vol. 213, page 648, which Sellers will pay as same becomes due, and sellers covenant they will hold buyer harmless therefrom.

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 Federal Savings and Loan Association of Klamath Falls (now Klamath 1st Federal) 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 4/5 insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by mortgagee, with copy to vendors; and said mortgagee may appear, said 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 be entitled to the possession of said property ON or before March 15, 1978.

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 above set forth,

which vendee assumes, and will place said deed, together with title insurance policy, together with one of these agreements in escrow at the Klamath 1st Federal,

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.

Mail Tax statements to Lois E. Macy
4659 Denver, K. Falls
RETURN TO: KLAMATH COUNTY TITLE

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 premises aforesaid shall revert and re-vest 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 herein written.

Lois E. Macy
Vandee

Edward J. McMillan
Carol L. McMillan
Vendors

STATE OF UTAH)
County of Salt Lake) SS March 30, 1978

Personally appeared the within named Edward J. McMillan and Carol L. McMillan, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

Adel E. [Signature]
Notary Public for Utah

My Commission expires: August 19, 1979

STATE OF OREGON)
County of Klamath) SS April 7, 1978

Personally appeared the within named Lois E. Macy and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

[Signature]
Notary Public for Oregon

My Commission expires: 4-5-79

WILLIAM P. BRANDSNESS
ATTORNEY AT LAW
411 PINE STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE 503/882-6616

State of Oregon, }
County of Klamath } ss.

I hereby certify that the within instrument was received and filed for record on the 7th day of April, 1978, at 3:15 o'clock P. M. and recorded on Page 6755 in Book M78 Records of deeds of said County.

WM. D. MILNE, County Clerk

By Bernard A. Helath Deputy

Fee \$6.00