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This Agreement, made and entered into this 12th day of January, 1978 by and between WILLIAM H. HANDSNESS, as Personal Representative of the Estate of James L. Chipman, deceased, hereinafter called the vendor, and RANDALL L. APPEL and MILLICENT E. WHITE, husband and wife, 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:

Lots 6 and 7 in Block 1 of SOUTH CHILOQUIN, in the City of Chiloquin, Oregon, according to the official plat thereof on file in Klamath County, Oregon,

Together with the 1969 Fleetwood Housetrailer, Serial #S9816 situate on said real property,

SUBJECT TO: Easements and rights of way of record or apparent on the land, and to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of mobile homes and any interests of liens disclosed thereby;

at and for a price of \$ 8685.41 X NOVATION OF OLD DEED TO NEW of which price \$71.07 represents pro-rate due vendor on insurance on said mobile home; \$125.41 represents pro-rate due vendor on 1977 taxes, and \$818.94 represents the balance of the cash and personal property of the estate of James L. Chipman.

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 Klamath County Title Company at Klamath Falls.

Vendee 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 and theft for less than 1% insurable value with loss payable to the parties as their respective interests may appear and policy of policies of insurance to be held and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatever nature and kind.

and agree 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 immediately;

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, certificate of title for said Fleetwood Housetrailer, and title insurance policy in penal sum of \$100,000 together with one of these agreements in escrow at the Klamath County 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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 Borrow fees shall be deducted from the first payment and from any subsequent payments until the cost of necessary revenue stamps from final payments made hereunder.

In the event vendee shall fail to make the payments provided for in any of them, and upon the strict terms and at the times above specified, or fail to keep any of the covenants or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendee shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full amount herein 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 under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and reversion in vendor with all any declaration of forfeiture or act of reentry and with 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.

STATE OF OREGON, COUNTY OF KLAMATH

William P. Brandsness

Personally appeared the above named said H. D. Whitting and wife, and acknowledged the foregoing instrument to be their act and deed before me.

Witness my hand and seal the day and year first herein written.

NOTARY PUBLIC
 My Commission Expires

State of Oregon,
 County of Klamath

I hereby certify that the within instrument was
 received and filed for record on the 14th
 day of April, 1976 at 2:45
 o'clock P. M. and recorded on Page 7264
 in Book 478 Records of Deeds
 of said County

WM. D. MILNE, County Clerk

By *Deputy* Deputy

Fee \$6.00

William P. Brandsness

WILLIAM P. BRANDSNESS
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