

JOHN L. BARGER and ELSIE D. BARGER, husband and wife,

GARY L. GIVENS and DANNETTE J. GIVENS, husband and wife,

Witnesses

County, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

of this agreement, the receipt of which is hereby acknowledged; \$8,500.00 with interest at the rate of 9% payable in installments of not less than \$100.00 per month, inclusive of interest, the first installment to be paid on the 1st day of May 1978.

It is agreed that Vendees herein shall not pay in excess of \$2,900 per annum for the years of 1978, 1979 and 1980, after which time Vendees may pay part, or all of the balance due hereunder, without penalty.

Vendors copy to Vendees

As of date of closing.

As of date of closing.

As of date of closing.

As of date of closing.

As of date of closing.

As of date of closing.

Every day shall be deemed to be a day of the month of the year in which the same was made and entered into the public records of the county of Clatsop, Oregon.

In the event the vendee shall fail to make the payments provided for in this agreement, then the 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 declare this contract null and void, and in any of such cases, except exercise of the right to foreclose this contract, 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 vendor shall retain all right and interest in the property and all improvements thereon, and without any other act by the vendor to be deemed to have waived his right to exercise any of the foregoing rights.

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 this 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, and any waiver by vendor of such breach of any provision hereof shall 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 contract so requires the singular pronoun shall be taken to mean and include the plural, the masculine, and the feminine, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to each of the parties.

This agreement shall be in full force and effect from the date hereof, and shall remain in full force and effect until the date of the payment of the last installment of the purchase price.

IN WITNESS WHEREOF, the parties have set their hands and seals at the day and year first herein above written.

Loren E. Barger and Elsie D. Barger

Gary L. Givens and Darnette J. Givens

1840 Laurel

STATE OF OREGON

County of Clatsop

Personally appeared the above named LOREN E. BARGER and ELSIE D. BARGER, husband and wife, and GARY L. GIVENS and DANNETTE J. GIVENS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act.

Before me, Notary Public for Oregon, My Commission expires: 1978

STATE OF OREGON, COUNTY OF CLATSOP, ss.

I hereby certify that the within instrument was received and filed for record on the 15th day of April, A.D. 1978 at 11:47 o'clock A.M., and duly recorded in Vol 178 of

of Page 7498 on Page 7498

WILL D. MILNE, County Clerk

Deputy

CLATSOP FALLS, OREGON 97001

Telephone 207/332-2119