

MTC 6341

Vol. <sup>11</sup> 78

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CLIFFORD E. SHELBY and EFFIE L. SHELBY, husband and wife,  
hereinafter called the vendes.

Vender 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:

SUBJECT TO: Statutory powers, including the power of assessment, of South Suburban Sanitary District; Statutory powers, including the power of assessment, of Klamath Irrigation District; Requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a Mobile Home, and any interest or liens disclosed thereby; Easements and rights of way of record and those apparent on the land, if any; and to terms and provisions of the "Decree of Final Distribution", Probate No. 75-133, Delle Mary Berry, deceased.

, payable as follows, to-wit:

\$ 4,000.00

at the time of the execution

of this agreement, the receipt of which is hereby acknowledged; \$ 7,000.00 with interest at the rate of 9 %  
per annum from April 21, 1978 payable in installments of not less than \$194.92 per  
month, inclusive of interest, the first installment to be paid on the 21st day of May  
1978, and a further installment on the 21st day of every month thereafter until the full balance and interest  
are paid.

Vendees may remove the mobile home located on the premises or place additional mobile homes on the premises, which may be removed at any time.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~XXXXXX~~  
~~XXXXXX~~ at the United States National Bank.

at Klamath Falls,

[illegible]

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 any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said property immediately.

Vender 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 stated.

which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum of \$8,000.00 covering said real property, together with one of these agreements in escrow at the United States National Bank.

at Klamath Falls, Oregon

and shall enter into written escrow instruction 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 to vendee, 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, ~~within 30 days of~~ 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 the 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 revest 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 or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision 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.

Evelyn Irene McLelland Clifford E. Shelby  
Effie L. Shelby

STATE OF OREGON

County of Klamath

ss.

April 25 19 78

Personally appeared the above named Evelyn Irene McLelland; and Clifford E. Shelby  
and Effie L. Shelby, husband and wife,

and acknowledged the foregoing instrument to be their act and deed.

Before me:

William L. Sismore  
Notary Public for Oregon

My commission expires: Oct. 8, 1978

Until a change is requested, all tax statements shall be sent to the following name and address:

Clifford E. and Effie L. Shelby, 3931 Shasta Way, Klamath Falls, Oregon 97601

State of Oregon, County of Klamath

I certify that the within instrument was received for record on the 28th day  
of April 19 78 at 10:21 o'clock A m and recorded in book M78  
on page 8443 Record of Deeds of said County.

Ret + to  
From the office of  
WILLIAM L. SISEMORE  
Attorney at Law  
First Federal Bldg.  
540 Main Street  
Klamath Falls, Ore.

Witness My Hand and Seal of County Affixed.

Wm. D. Milne

Clerk - Recorder

By

Deputy

Fee \$6.00