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Vol. 78 Page 11147

This Agreement, made and entered into this day of 1974 by and between  
BEN L. SNOWGOOSE and ELIZABETH SNOWGOOSE, husband and wife,  
hereinafter called the vendor, and

EDDIE L. WILCHER and HAZEL L. WILCHER, Husband and wife,  
hereinafter called the vendee.

WITNESSETH

Vendee agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situated in Klamath County, State of Oregon, to-wit:  
A tract of land situated in the NE 1/4 of the SW 1/4 of Section 6, Township 40 South, Range 8 East of the Willamette Meridian. A parcel of land located in the West half of Section 6, Township 40 South, Range 8 East of the Willamette Meridian, more particularly described as follows: Beginning at a 5/8 inch iron pin which is South 89°54'36" East 60 feet from the North-east corner of Lot 1 in Block 1 Whispering Pines Subdivision, said point being on the East right of way line of Whispering Pines Drive; thence South 0°04' East 652.25 feet and the true point of beginning, said point also being the Southwest corner of Vo. M72 page 12797; thence East at the South line of said instrument to the Westerly right of way line of the Keno-Worden Highway; thence Southeasterly along said Westerly right of way to the South line of the NE 1/4 of the SW 1/4; thence West along said line to the East line of Keno Whispering Pines First Addition; thence North along said Easterly line to a point West 60 feet from the point of beginning; thence East 60 feet to the point of beginning.

at and for a price of \$ 14,000.00, payable as follows:

at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 2,000.00 with interest at the rate of 6 % per annum from APRIL 1, 1974

month inclusive of interest, the first installment to be paid on the 1st day of MAY 1974, and a further installment on the 1st day of every month thereafter. The minimum monthly payments called for above shall increase to the sum of \$150.00 per month commencing with the thirteenth (13th) payment under this contract, and a like payment of \$150.00 per month, each and every month until the entire sum of both principal and interest is fully 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 First Federal Savings and Loan Association

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 N/A 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 date of contract.

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 date of contract.

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 of all incumbrances whatsoever, except reservations, restrictions, easements and rights of way of record and those apparent upon the land. (See attached Exhibit A)

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the First Federal Savings & Loan Association

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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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.

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VANDENBERG AND BRANDNESS

ATTORNEYS AT LAW

400 PINE STREET

KLAMATH FALLS, OREGON 97601

TELEPHONE: 803/882-5500

TELETYPE: 803/882-5500

TELEFAX: 803/882-5500

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

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A tract of land for easement purposes over a tract situated in the NE $\frac{1}{4}$ SW $\frac{1}{4}$  Section 6 Township 40 South, Range 8 E.M. $\frac{1}{4}$ , more particularly described as follows:

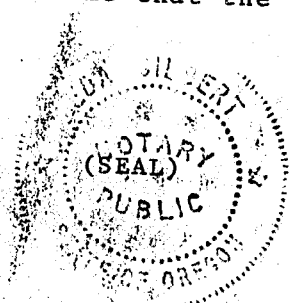
Beginning at the intersection of the Southerly line of property described in deed recorded in Vol. 1173, page 3613, Klamath County Deed Records, and the East line of the Keno-Worden Highway; thence North 58°15'00" East a distance of 300 feet to a 5/8 inch iron rod; thence North 31°33'00" West a distance of 60 feet to a 5/8 inch iron rod; thence North 58°15'00" East a distance of 150 feet to the left bank of the Klamath River; thence South 60 feet along said bank; thence South 58°15'00" West 150 feet; thence South 31°33'00" East 60 feet; thence South 58°15'00" West 300 feet to the East line of the County Road; thence North along said road to the point of beginning.

"EXHIBIT A"

11150

STATE OF OREGON )  
COUNTY OF KLAMATH ) ss.

On this 23rd day of May, 1978, personally appeared the above named EDDIE L. WILCHER and HAZEL L. WILCHER and acknowledged to me that the foregoing instrument was their voluntary act and deed.



Before me:

Eda Gilbert  
Notary Public for Oregon  
My Commission expires: 6/1/81

WHEN RECORDED MAIL TO:

GIACOMINI, JONES & ZAMSKY  
Attorneys at Law  
635 Main Street  
Klamath Falls, Oregon 97601

MAIL TAX STATEMENTS TO:

EDDIE L. WILCHER and  
HAZEL L. WILCHER  
P.O. Box 247  
Keno, Oregon 97627

(Don't use this space; reserved for recording label in counties where used.)

STATE OF OREGON

ss.

County of Klamath

I certify that the within instrument was received for record on the 25th day of May, 19 78, at 4:56 o'clock P M. and recorded in book M78 on page 11147 or as filing fee number 49000, Record of Deeds of Said County.

Witness my hand and seal of County affixed.

Wm. D. Milne

County Clerk

Title

By Bernetha J. Gilchrist Deputy

Fee \$12.00