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This Agreement, made and entered into this , 1974 by and bet BEN L. SNOWGOOSE and ELIZABETH SNOWGOOSE, husband and wife, prosteoor to tao toubob you achied worses ref! sobsured abort meaning setting and bet been

rebrausted abore EDDIE L. WILCHER and HAZEL L. WILCHER, Husband and wife,

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Condex Bragness (Ballion selling the vender a rand the vender of the buy from the vendor and the vender of the buy from the vendor and the vender and the vender of the buy from the vendor and the vender and the vende following described property situate in Klamath County, State of Oregon, towit:

Astractoof land situated in the NE-1/4 of the SW 1/4 of Section 6, Township: 40 South, Ragne 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: Begginning at a 5/8 inch iron pin which is South 89°54'36" East 60 feet from the Northeast 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 fight 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 Has torly feet of sa 14,000,00 m payable as tollows, to with of beginning; thence

theast asterned but the provision of an and provision, or as a waiver of the provision listic mention

If the tinderstood they vender or the vender, may be more than one person, that If the context to neuther the mean and include the planel, the manuface, the fertilities, and the neuton

viliance vignal borned social on provide in the second of information time of the execution month in cluster of interest, the first installment to be paid on the local day of may interest at the rate of 6 % per annum from APRIL 1, 1970 per per annum from APRIL 1, 1970 per annum from the APRIL 1, 1970 per annum from th

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 to make said payments promptly on the dates above named to the order of the vendor, or the agrees 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 X 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 whatscever 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 for simple tills to sold property free and clear as all this data for all membrances whitesever, except reservations, restrictions, casements and rights of way of record and those apparant 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 Palls, Oregon, and shall enter into written secrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and it reaches 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 soid instruments to vendor.

1976 by and between to yot site on borne ban about , 2300 - 2800 Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue sigmps from final payments made hereunder.

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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 vold, 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 23 improvements made, as absolutely, fully and perfectly as if this agreement had never been made. 11158

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 walved his right to exetcise any of the foregoing rights. 231

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees 0.3.0000 10 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, 11.5 the vendee further promises to pay such sum as the appellate court shall adjudge receanable as plaintiff's attorney's fees on such appeal. 122 128 14 191

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 neutor. and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to icorporations and to individuals.

Corporations and and and and inure to the benefit of, as the circumstances may require, the parties hereto and their this agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their and their and their and the statement of th ins and a security and is seen for it all and the all and the security of all instant seen and the security and the security of the security o

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to more said provisions premptly on the dates above named to the order of the variable or the noissioners and has squived isreber faith of a water of ai Ylomath Falls.

was said prizery at all three in as good condition as its same rest tree that no improvement new on or which even is should be easily much be removed an destroyed balls the eathe purchase price has been paid and trevent a still be kept though in companies opproved by vendar . audiast less or domain by fire in a sum not with loss paymine to the parties as their respective interests may appear, cald that vendee shall pay regularly Med et of parameter error al tores, this score shall become subtort is interest of erges, oil force, deconstants, llone and incumbrances nuce and another the second and a second and the second second and the second and the second and the second s na **kubani ka**n pusan duman but

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KLAMATHAFALLED OREGON 97801 foll rabied woreau bie purlawards method woreave bibs of andronen. unds to vendee, but that in cars of datativ by wadee cold access holder shall, on demand, nurrender

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A tract of land for easement purposes over a tract situated A tract of land for desemble purposes over a class situated in the HERSWA Section 6 Township 40 South, Range 8 E.V.M., nore particularly described as follows:

Beginning at the intersection of the Southerly line of property described in deed recorded in Vol. M73, page 3613, Mlarath County Deed Records, and the East Line of the Keno-Vorden Highway; thence Morth 58°15'00" East a distance of 300 feet to a furfmetrationers 60 feet to a 578 inch iron rod; thence Morth 5/8 inch iron rod; thence North 31°33'00" Mest a distance of finfinally thinner 60 feet to a 5/8 inch iron rod; thence North 55°15'00" Fast a distance of 150 feet to the left bank of the Klarath River; thence Fouth 60 feet along said bank; thence South 50°15'00" Mest 150 feet; thence fouth 31°33'00" Fast 60 feet; thence South 50°15'00" Mest 300 feet to the Fast line of the County Road: thence Morth along said road to the point of the County Road; thence North along said road to the point

"EXHIBIT A"

11150

ss,

STATE OF OREGON COUNTY OF KLAMATH

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.

ss.



Before me:

. . . . 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

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

MAIL TAX STATEMENTS TO: EDDIE L. WILCHER and HAZEL L. WILCHER P.O. Box 247 Keno, Oregon 97627

STATE OF OREGON

County of <u>Klemath</u> I certify that the within instrument was received for record on the 25th day of _ of <u>May</u>, 1978, at <u>4:56</u> o'clock <u>P M.and</u> recorded in book <u>M78</u> on page <u>11147</u> or as filing fee number <u>49000</u>, Record of Deeds of Said County of Deeds of Said County.

Witness my hand and seal of County affixed.

County Clerk Title

Wm. D. Milne

By Bernether Libit _ Deputy Rec \$12.00