4-29313

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Vol. 7 Page 13110.

This Agreement, made and entered into this 9th day of June

tima imprison shift le similarize LOUSELTON GARDNER; an young employing est to heremoties colled the vendor, and DORLAN JOEL KEENER and KATHLEEN ANN KEENER, husband and wife,

hereinafter called the vendes, to the right to the vine of

area dinor to in in industry and in the group of the

কৰ্ম (i) - তেন্ত্ৰত স্থাপত হৈ কঠা ৰক্ষাই টাচাইং সংক্ৰম নতাই ক**্ষামেট্ডটোট** হৈ ৰুম্ম কৰে কোন হৈ কৈ ছিল চ Vender acrees to be vender and the vender and the vender acrees to be from the vendor following described property situate in Klamath County, State of Oregon, to with

The South 40 feet of Lot 10 in Block 17 of Fairview Addition
180. 2 to the City of Klamath Falls, Klamath County, Oregon,
181 to according to the official plat thereof

and od to SUBJECT TO: or Easements and rights of way of record and those ved realist sapparent, on the land if any around viruous sid bou viregory set your constraint one entrology to ever which relocated with to your estimate of their and boundary area to become we can being as a man-

and in case aut er caura as insurand to Graciose er to enforce ony of the provisions be act, its prevailing runty in which seems of the contract of the country but costs which are party but costs which are included to be seemed of the costs with the costs wi resert and title scarch and such pure as the trial court and or appellate court. If an appear is taken, may adjudge reasonable nation at long an in-line of the party in suit or action and or opposit if the rest is called an action of the suit of the sui

Sendes furthe acree, that buliars by weadon at any time to require performance by venous at any provision agend abail in no way ather we was a milit no builder, to enteres the same, not that any waiter by vendor of such breach of ony provision herest be held to to a marger of only successfully breach of any such provision, or as a wayer of the provision is ell.

naturally thes moved it is understood that render or the renders may be more than the persons that if the context. to seemes the singular arrests a final be taken to mean and include the plural, the massing of landstranger and the neutron elimina visqo losted ngolsi 10,000 100 et betigmi han bemarka abban ed limis segundo local musica et glacome ir il con al and for α price of \$

medit inno ore resi see mag est enterest grass seconse munico est un in the seconse munico est un interest at the seconse munico est un interest at the rate of 6 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 9,125.00 To bet annum from Mune 11:1978 at a sur sestiment payable in installments of not less than \$ 125.00 month . In clusive of interest, the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of month of the first installment to be paid on the 15th day of ...June of the first installment to be paid on the 15th day of ...June of the first installment to be paid on the 15th day of ...June of the first installment to be paid on the 15th day of ...June of the first installment to be paid on the 15th day of ...June of the first installment to be paid on the 15th day of ...June of the first installment to the paid on the 15th day of ...June of the first installment to the paid on the 15th day of ...June of the first installment to the paid on the 15th day of ...June of the first installment to the paid on the 15th day of ...June of the first installment to the paid of the first installment to the paid on the 15th day of ...June of the first installment to the paid on the 15th day of ...June of thereafter until the full balance and interest 1978, and a further installment on the 15th day of every month one poid. All or any portion of balance may be prepaid without penalty.

If Vendees shall sell, assign, transfer, or convey this Agreement or the property or any part thereof or interest therein, the whole unpaid balance of principal and accrued interest shall become immediately due and payable at the option of Ciners like hunds at the purpos the day and year first bero... written.

Vendes agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, of the Klangth Falls Branch, Western Bank Holld 1900 at Klamath Falls,

The same now are, that no improvement, now on or which 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 \$ insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee with copy to vendor; that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances and that has remarked the remarks the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances and that the remarks the same state of the remarks of what seems and the remarks of the remarks and if the hor bushaud and wife,

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 The second property immediately . Belora mer

Vender will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a conveyin fee simple tille to said properly free and clear as of this date of all incumbrances whatsoever, except as above set Aly Corenishon Expires Primitary 2 1501

d observation, all tax motioned that to the following name and address: MR. & MRS. MCRIAN J. KHENER, 1327 LAKEVIEW, KLAMATH FALLS, ORECON, 97601

which vendoe assumes, and will place said deed, together with purchaser's policy of title insurance in the amount of \$10,000.00 covering said real property together with one of these agreements in secrew at the Klamath Falls Branch of Western Banks, systematic at Klamath Falls, Oregon

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Tand'shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that whe if, vendes 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 compand, surrender said instruments to vendor.

But in case 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: 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 sulf in equity; and To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enterce this agreement by sult in equity, all the right and inthe premises dicressed and report of yearder derived under this agreement shall unterly cease and determine, and the premises dicressed shall report and revest in yearder, without any declaration of forfeiture or act of reentry, and without any right of yearders of reclaration or compensation for money paid or for the premises of the premises dicressed shall report and revest in yearder, without any declaration or forfeiture or act of reentry, and without any right of yearders of reclaration or compensation for money paid or for

Should vendes, while in default permit the premises to become recall. Vendor may take possession of some for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vender 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 coets 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 atterney'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 vender 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 brench 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 pravisions hereof apply equally

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their refusers at the end of D of the respective heirs, executors, administrators and assigns.

O to serr end to assess the respective heirs, executors, administrators and assigns.

The refrigerator and heater in said premises are also included in and paid for by the down payment. It yes did! out no busy set of mendiorent with edt demolnt to evice out it. 13/6, and a funding astallareat on the ISth. day of every mankin ore poid. All or any pertion of balance may be prepaid without renalty.

If Vendees shall sell, assign, transfer, or convey this Agreement or the property or any part therest therein, the whole unpaid balance of principal and accreed interest shall become immediately due and payable at the option of Wander.

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)	Lou Elton Gardner was Novem foel	Jeener
	Lou Elton Garder Teach, Teacer ranhand not I will be the teach talk.	el Keener
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	ben him one of and enterpole of the ferm were entered in religions to the one of a sense of the line of the order of the o	ours area Si Throppio
	STATE OF TOREGON security is seen as such a company of the company	With the lettership year.
	Personally appeared the above named Lou Elton Gardner; and Dorian Joel Keer Ann Keener, husband and wife	is evening an guillag
	and Dorian Joel V	er and Kathia
	Ann Keener, husband and wife,	and Kaciffeer
ILL T.N	and acknowledged the foregoing instrument to be act and dead to the van united to reduce the foregoing instrument to be act and dead to the van united to reduce the foregoing instrument to be act and dead to the van united to reduce the control of the control o	
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	not having preceded or during of the vender and ce carried to he preceded the precedent of worder. Vender and ce carried to be provided which consumer to worder.	
A10~	WM. GANONG, JR. Before me:	-600 VER GVERRAL NO
NOI	WM. GANONG, JR. Before me: Notary Public for Orego Jest avoids are measured to be added to the measured for the property of	ideami virueia
illy Co.	Jan svoid and enter the same story and encounter the story and the story and appearance the same story and t	n And Mayor order at

day nonmittanent lin in My commission texpires: each annual Have observe My Commission Expires February 7, 1981

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

MR. & MRS. DORIAN J. KEENER, 1327 LAKEVIEW, KLAMATH FALLS, OREGON, 97601

wash worder measure, and wit place said deed, together with purchaser's policy of vitle insurance in the mount of \$10,000,00 covering said real property WM. GANONG together web coal those exposures in seriou at the Flatenth Falls Branch Larry Pro. Box 57 South Tith Sweet, Nov. 2003

Kinnath Falls, Oregon 97601 STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby cert	ify that the will	in instrument	•
June	_A.D., 19_78 ;	nin instrument was received and filed for record on	the 20th day of
ofDeed		at 10:13 o'clock A.M., and duly recorded on Page 13110.	in Vol,
FFF	\$6.00	WM. D. MILNE, County Cle	ık

By Berneta Steloch

Deputy

RETURN TO. RECORDING

HALL.

FTER