

This Agreement, made and entered into this 31st day of August, 1978 by and between  
 CLYDE M. HUME and THELMA HUME, husband and wife,

hereinafter called the vendor, and

WYMAN L. WOODRUM and JEANNE M. WOODRUM, husband and wife,

hereinafter called the vendee.

WITNESSETH

Vendor S agrees to sell to the vendee; and the vendee; agrees to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lot 12 in Block 62, LAKEVIEW ADDITION TO THE CITY  
 OF KLAMATH FALLS, in the County of Klamath, State  
 of Oregon

at and for a price of \$ 28,000.00 , payable as follows, to-wit:

\$ 2,000.00 at the time of the execution  
 of this agreement, the receipt of which is hereby acknowledged; \$ 26,000.00 with interest at the rate of 10 %  
 per annum from August 1, 1978 payable in installments of not less than \$ 256.27 per  
 month, in clusive of interest, the first installment to be paid on the 1st day of September,  
 19 78 and a further installment on the 1st day of every month thereafter until the full balance and interest  
 are 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 Mountain Title Company

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 ~~XX~~ full ins. value with loss payable to the parties as their respective interests may appear, said  
 policy or policies of insurance to be held Vendors copy to Vendees 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 August 1, 1978

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 closing.

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 as of this date of all incumbrances whatsoever, except as set forth  
 in said Warranty Deed.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Mountain Title Company

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.

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.

It is understood by the parties hereto that the above-mentioned property is subject to a Trust Deed, including the terms and provisions thereof, dated December 1, 1971, recorded December 5, 1971, in Book M-71 page 12716, wherein Michael E. Lund and Glenda G. Lunds, husband and wife, are Trustors, Transamerica Title Insurance Co. is Trustee and Commonwealth Inc., an Oregon corporation is Beneficiary, which the Vendors herein will pay and hold the Vendees harmless. In the event the Vendors, for any reason, shall fail to make the payments as they become due or in the event the Vendees pay off the balance due under this contract, the Vendees may make the payment on the above-mentioned Trust Deed and receive credit upon this contract.

It is understood and agreed by the parties that as long as the Trust Deed above-mentioned, is upon the property that the taxes and insurance will be paid on the account of the Vendors. Upon proof of payment being presented to the escrow holder, the amount paid upon the taxes and insurance shall be added back to the principal of this contract, to carry interest at the rate as above stipulated. When the above mentioned Trust Deed is paid in full, the Vendees herein shall be responsible for payment of taxes and insurance and any failure to so pay shall be a default under this contract.

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

William P. Brandsness  
~~XXXXXXXXXXXXXXXXXXXX~~  
 ATTORNEYS AT LAW  
 411 PINE STREET  
 KLAMATH FALLS, OREGON 97601  
 TELEPHONE 503/882-5501

*[Handwritten signatures and initials]*

18677

STATE OF OREGON )  
County of Klamath ) ss. August 14, 1978.

Personally appeared the above-named ~~CLYDE M. HUME and THELMA HUME, husband and wife~~, and WYMAN L. WOODRUM and JEANNE M. WOODRUM, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Julie Garrett  
Notary Public for Oregon  
My Commission expires: 2/14/81

STATE OF OREGON,

County of Klamath

BE IT REMEMBERED that on 21st August 1978  
before me, the undersigned, a Notary Public for Oregon,  
named Clyde M. Hume and Thelma Hume

known to me to be the identical individuals who  
acknowledged to me that they executed the foregoing instrument  
IN TESTIMONY WHEREOF, I have hereunto set my hand and

Julie Garrett  
Notary Public for Oregon  
My Commission expires 2/14/81

Send taxes to: Mr. and Mrs. Clyde Hume  
P. O. Box 1056

North Bend, Washington 98045

After recording return to T/A 600 Main, Att: Julie

STATE OF OREGON, COUNTY OF KLAMATH; ss.

And for record at request of Wm D. Milne for 18677  
on 2nd day of August A. D. 19 78 at 11:00 o'clock P.M. are  
fully recorded in Vol 1176 of Deeds on Page 18675

Wm D. MILNE, County Clerk

By Julie Garrett

Fee \$9.00