D-15634-9		M Vol. 18 Page 19190
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This Agreement; made and entered into this 21st day of August , 19⁷⁸ by and between CEDAR TRAILS LAND DEVELOPMENT CO., LTD., a partnership, bereingitar called the vendor, and

hereinatter called the vendor, and

THEODORE A. THOMAS, hereinafter called the vendee.

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WITNESSETH

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:

Lots 3, 4, 5, 6, 13, 14 and 15 in Block 1 and Lots 5, 6, 7, 8 and 9 in Block 2, -12 Act 1083Cedar Trails Subdivision.

SUBJECT TO: Taxes for fiscal year commencing July 1, 1978, which are now a lien but not yet payable; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any;

at and for a price of \$ 78,000.00

, payable as follows, to-wit:

 \$ 19,500.00
 at the time of the execution

 of this agreement, the receipt of which is hereby acknowledged:
 \$ 58,500.00
 with interest at the rate of 8¹/₂ %

 per annum from August 30, 1978,
 payable inciting inciti

Individual lots will be released from this agreement upon the payment of \$4,875.00 per lot, with any interest due thereon.

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Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, Wither

at Kiamath 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 there exists provering which we have a state property shall be removed or destroyed before the entire purchase price has been paid and there exists provering which we have a state property shall be removed or destroyed before the entire purchase price has been paid and there exists provering which we have a state of the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whateoever 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 August 30, 1978.

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Vendor will furnish in favor of vendee a good and sufficient warranty deed when this contract has been fully paid and performed.

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Eut 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: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enterce 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 promision alorenaid shall revert and reveat in vender without any declaration of terfollure or act of resently, and without any ether act by vondor 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. Vendot 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 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 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 hereot 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.

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Witness the hands of the parties the day a	nd year first herein written.
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	OTHER DO CHAR LAND CHARTER
CEDAR TRAILS LAND DEVE	Theodore A. Thomas
CID., a partnership	
By Workell K. Dur	Sarv
Dorothy Sunday	
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	-
STATE OF OREGON	August 20, 78
>	88.
County of Klamath	
-	
Descendly appropried the above named	Dorothy Sunday, who acknowledged herself to be a member nt Co., Ltd., a partnership, and that she, as such part- executed the foregoing instrument for the nurposes
of Cedar Trails Land Developme	nt Co., Ltd., a vartnership, and that she, as such part-
therein contained by signing t	he name of the partnership by herself as co-partner.
Contraction of the store sold and the store sold and the sold of the store sold and the sold of the so	XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
IN WITNESS WHEREOF. I hereunto	set my hand and official seaf:
,	Before me:
	Notary Public for Oregon m holy
	My commission expires: DONNA K. RICK
	NOTARY PUBLIC-ORECON/
Until a change is requested, all tax stateme	
	My Commission Expires _//21/79
Theodore A. Thomas:	
	State of Oregon, County of <u>Klamath</u> .
Return to	I certify that the within instrument was received for record on the $\frac{30th}{10000}$ day
Merric To.	of August 19 78 at 11:20 clock A m and recorded in book M78
\wedge	on page 19190 Record of Deeds of said County.
Transamerica Donna	on page Record of Deeds of said County.
From the office of	Company and the second state of
•	Witness My Hand and Seal of County Affixed.
CRANE & BAILEY	Wm. D. Milne
Attorneys at Law	County Clerk - Recorder
• 540 Main St.,	
 Klamath Falls, Oregon 	
	Demechar Apploth
	Demethax A Moth Deputy
	Fee \$6.00