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This Agreement, made and entered into this 1st day of September, 1978, by and between NORMAN MILLER ANDERSON and LAVINA A. ANDERSON, husband and wife, hereinafter called the vendor, and JELD-WEN, INC., an Oregon Corporation, hereinafter called the vendee.

WITNESSETH

Vendor 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:

All of Section 11, EXCEPT the NE 1/4, and the NW 1/4, in Township 35 South, Range 12 East of the Willamette Meridian.

SUBJECT TO: Taxes for fiscal year commencing July 1, 1978, which are now a lien but not yet payable; Rights of the public in and to any portion of said premises lying within the limits of roads or highways; Reservations and restrictions as set forth in deed recorded April 6, 1959, in Deed Volume 311, page 256, Records of Klamath County, Oregon; Reservations and restrictions as set forth in deed recorded May 25, 1960, in Deed Volume 321, page 402, as modified by Decree filed Nov. 12, 1969, in Circuit Court Journal M69, page 6695, Records of Klamath County, Oregon; Easements and rights of way of record and those apparent on the land, if any.

NOTE: The within-described premises are specially assessed as farm land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last five years or lesser number of years in which the land was subject to the special land use assessment;

on and for a price of \$ 145,000.00, payable as follows, to-wit: \$42,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 103,000.00 with interest at the rate of 8 % per annum from September 15, 1978, payable in installments of not less than \$25,795.38 per year inclusive of interest, the first installment to be paid on the 15th day of October 1979 and a further installment on the 15th day of every October 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 Western Bank, at Klamath Falls,

Oregon to keep said property in 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 vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatever 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 whatsoever having precedence over those 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 September 15, 1978.

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 as above stated,

which vendee assumes, and will place said deed and purchaser's policy of title insurance in sum of \$145,000.00 covering said real property, together with one of these agreements in escrow at the Western Bank at Klamath Falls, Oregon

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and shall make into written escrow instructions in form satisfactory to said escrow holder, instructing said holder that when, and if, vendor 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.

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: (1) To rescind 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 suit in equity. (4) To declare this contract null and void, and in any of such cases, except avoidance 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 promises aforesaid shall revert and remain 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 vendor of reclamation or compensation for money paid or for improvements made, or absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become tenant, Vendor may take possession of same for the purpose of protecting and preserving the property and its 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 by either party or by either party or its attorneys any of the provisions hereof, the prevailing party in such suit or action shall be entitled to recover from the other party its costs which shall include the reasonable cost of title report and title search, and each sum on the trial and on appeal, and if an appeal is taken, may adjudge reasonable attorney's fees as he allowed the prevailing party in said suit or action and on appeal, if an appeal is taken.

Vendee further agrees that failure by vendor of any time to require performance by vendee of any provision hereof shall in no way effect 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 subsequent breach of any such provision, or as a waiver of the provision itself.

In considering 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 supplied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, on 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.

JELD-WEN, INC.

Norval Miller Anderson

By A. L. Wendt President

Layina A. Anderson

By L. W. Wetter Secretary

STATE OF OREGON

County of Klamath

September 1, 1978

Personally appeared the above named NORVAL MILLER ANDERSON and LAYINA A. ANDERSON, husband and wife,

and acknowledged the foregoing instrument to be their act and deed.

Subscribed Willie A. Jensen Notary Public for Oregon

My commission expires Oct 8, 1978

That if change be requested, all tax statements shall be sent to the following name and address:
Jeld-Wen, Inc., P. O. Box 1329, Klamath Falls, Oregon 97601.

State of Oregon, County of Klamath

I certify that the within instrument was received for record on the 15th day of September, 1978 at 3:20 o'clock P. m. and recorded in book M78

on page 20487 Record of Deeds of said County.

From the office of
WILLIAM L. SISEMORE
Attorney at Law
First Federal Bldg.
340 Main Street
Klamath Falls, Ore.

Witness My Hand and Seal of County Affixed.

Wm. D. Milne

County Clerk - Recorder

Fee \$6.00