56377 Leafur to local satisfactors to said early holder, instruction and solder This Agreement, made and entered into this wow 6th a day of a sectober 1978 by and between RANDY's Web BRYAN; but seeding with the second in the second that we seed the second the second that we have hereinafter called the vendor, and विन्तावर्षः १४४ वर्षाः नवधः विनयवद्याभवातः १३ प्रावदेकः TED J. BONORA and VIVIAN F. HAYES, with the Right of Survivorship bright to the control of the vertex and the vender shall have the control of the plane of the plane. feedbase the crattee by selections in equity (2 To declare the full unpaid before immediately due doctors and conference to the turns of the expectation of the expec The Vender of the vender and the vender agrees to buy from the vender all of the following described property: altititie in Klamath County, State of Oregon, to wit: 1972 in 1 and 2 and 10 hours of the second years. the manner detected and rever and report in vendor without day declaration of fortiers of day for and reserved and other act by vencor to his periodice of weight day high of vandes of reclaration of compensation for money paid of for Lot 10, BTOCK 40, BUENA VISTA ADDITION TO THE CITY OF KLAMATH our est to sa FALLS; sain the County of Klamath, State of Oregon, the single state of regardly and his escurity misters therein, and in the event concession is so called by SUBJECT TO: Taxes for fiscal year commencing July 1, 1978, which are now a lien but not yet payable: Regulations, inwhich are now a free but not yet payable; Regulations, in-cluding levies, liens and utility assessments of the City of Klamath Fails; Reservations, restrictions, easements and submoster apparent on the land, if any; and also subject to a contract of sale wherein Cyrus Let a venue as Hade been not Smithret ux, ware sellers, and vendor herein is purchaser, which select one you to do which contract wendees herein DO NOT assume, and vendor were really your or of liesh mossivery covenants and agrees, to hold them harmless, therefrom; of the declarations of is constrairy this express, it is understood that wender or the vender may be more than one person, that it the context so country the singular restaute shall be taken to mean and include the placet, the indecalline, the feminine, and the neatest and that game all temperatures business and in access and implied to make the provisions hereof apply equally, to corporations and to individuals. at and for a price of \$ 18,000.00 ried; onto other telegraphic the property payable as follows, to-wit:

setupes the second support of the setup of the second beautiful and the second subject pur experience administration and recognist of this agreement, the receipt of which is hereby acknowledged; \$ 14,000.00 with interest at the rate of $9\frac{1}{2}$ % \$ 4,000.00 at the time of the execution October 6, 1978, payable in installments of not less than \$175.00 month , inclusive of interest, the first installment to be paid on the 6th day of November 1978, and a further installment on the 6th day of every month thereafter until the full balance and interest one poid. All or any portion of said purchase price may be prepaid without penalty.

The property has been inspected by the vendees and is sold in an "AS IS" condition. Manual the translate of the fields

Ted I. Bollora agrees to make said payments promptly on the dates above named to the order of the vendor, NAMES SWARKS KING of the Klamath First Federal Savings and Loan Association,

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 may hereater be-piacea project and the said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$ full insurable value with loss payable to the parties as their respective interests may appe policy or policies of sinstitution to be held by vendee, copy to vender and /Cyrus I smith et unit and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances ges, all taxes, assessments, liens and

Loss and deed. and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or and acknowledge the tempolitic incirculate to be incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall not cut a remove any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said property immediately. Manage observation vis

Vendor will on the execution been made 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 above stated, State of Overen, County of Klamath

I certify that the within instrument was received for record on the 1911 day of October to 73 at 3:49 o'clock P or and recorded in book. M.S.

EXCEPT said above-described contract of sale which vendes assumes, and will place said deed and purchasers' policy of title insurance in sum of \$18,000.00, and an amendment agreement regarding payment of taxes and insurance, together with one of these agreements in secret of the Klamath First Federal Savings and Loan Asso-

ciation, SAL MALL Deputy

at Klamath Falls, Oregon

 $\chi_{\overline{\chi}_2, 15V}$ ucting said holder that when, and shall enter into written escrow instruction in form satisfactory to ead escrow holder, if wandes shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract is add newword and the said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall deliver said instruments to vendee, but that it is the case of the case o has police and believ tellumentel demand, surrender said instruments to vendor.

But in case, vendee shall full to make the payments deresaid, or any of them, punctually, and upon the strict terms and at the times above specified, or fall 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 (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 reaction exercise refithe right to specifically, enforce this agreement by enittin equity, call the right and interest hereby created or then existing in layor of yendee, 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 improvements made, as absolutely, fully and perfectly as if this agreement had never been made, . 01 101

Should vendes, while in default permit the premises to be come 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. TOURS

-ni , snottelluger : eldeved text of the provisions, hereof, the prevailing party in And in case suit-or action, is instituted to forecase or to rentare, 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 sourt 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 am appeal is taken.

Vendes further agrees that talling by wender at any time to require performance by vendes of any provision hereof shall in no way affect vendor stight herefunder 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 for 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,

In construing this contract, it is unassected in the mean and include the plural, the masculine, the learning of the singular pronoun shall be taken to mean and include the plural, the masculine, the requires the singular pronoun shall be taken to mean and include the provisions hereof applied to make the provisions hereof applied to the provisions hereof applied to the provision hereof	ly equally
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and that generally all grammatical changes shall be made, to corporations and to individuals. (0.000, 81 2 5 colors to corporations and to individuals. (inv-o) events as elasting may require, the parties hereto the benefit of, as the circumstances may require, the parties hereto also interesting and assigns.	and then
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terms a morest, the thin tendinged to be prid on the Oth day of November . Per tendingent of the day of avery month thereafter until the full balance and interest. It or any portion of said purchase price may be prepared at the full balance and interest.	140.30
All or any portion of said purchase price may be prepaid without penalty, and been transferred without penalty.	roug sair
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Duc 1 act and deed. DONNA K. RICK and acknowledged the foregoing instrument to be scul propury to Locome echiect to day suxes, essessments, liens, charges of MOTARY PUBLIC OREC tim too limite cabrely, viseges has at both at Belore met. Molecula y Highlight And Land Vender of all be unified to the personalin of hold My commission expires:

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

Street, Klamath Falls, Oregon 97601. Ted J. Bongra, 513 Hill State of Oregon, County of Klamath .

I certify that the within instrument was received for record on the 9th day of October 19 78 at 3:49 o'clock P m and recorded in book M78 Record of Deeds of said County.

on page 22505

From the office of the part of the sollow superficient Witness My Hand and Seal of County Affixed. WILLIAM L. SISEMORE TO THE MANUAL STATES THE WILLIAM L. SISEMORE TO THE WIL e Southwiney at Law County Clerk - Recorder 540 Main Street Klamath Falls, Ore. Deputy

Fee \$6.00

al Klamoth F

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