7/17 38-16391-Sol. My Page 22657 56460 Anter Anter and and antered into this 22nd day of September . 19 78 by and betw ROBERT H. CHILDERS and RITA CHILDERS, husband and wife, hereinofter colled the vendor, and ALEXANDER URIBE and VIRGINIA URIBE, husband and wife, bus construction of them that all including grant in the set of formalis encourse of the set of the second set of the se

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Artha de l'Hel Houthale al b. Vendor As agrees shorter sell to the vendse and the vendes a agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

ling tominishi kana denisi yiyedu lipela kisosis so via mean (Lot: 13, Block 215, MILLS SECOND ADDITION to the City of Klamath Falls, Oregon,

bore users SUBJECT TO: 1978-79 taxes which are now a lien but are not yet payable; Regulations, including levies, liens and utility assessments of the City of Klamath Falls, and to easements and rights of way

serve such a second or apparent on the land, a remains in althugaran achaidh a sun much han aidh an haos dhus than shaasa aan the same **runo mini dalla la sensar un mendulut** uno anti neste el menza de l'abra legana sa sur l'estar com no used a particular for this offer an indicate state in the first state of the state of the state of the state

Ends for a price of \$ 18;,500.00, ..., payable as follows, to will a Ende louise adultivoid you is money Next nciences and in terrary as an to instanton, note the formation path second year to attain a state of the second

training and the first weather with a notice of the most interface parametric first the presence of rainer en er selennet og selennet for selennet for de selennet besterer af selen er best an and a second s

\$ 3000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 15,500.00 with interest at the rate of $9\frac{1}{2}$ % per annum from OCtober 15, 1978 payable in installments of not less than \$ 200.00 per month inclusive of interest, the first installment to be paid on the 15 day of November

month inclusive of interest, the first installment to be paid on the 15 day of NOVEMBET 19.7.8, and a further installment on the 15, day of every Month thereafter until the full balance and interest are paid, with right to prepay all or any part at any time. In addition to the payments, called for herein Vendee shall pay all taxes and insurance prem-iums as they become due; however, in the event Vendees do not pay said taxes and insurance premiums. Vendors may, at their option , pay said taxes and insurance premiums, and add them back to the principal of this contract by presentation of paid receipts to the escrow holder herein. Said amounts so added to bear interest at the rate provided herein. Vendee agrees to make add promets promptly on the dates above named to the order of the vendor, or the and the most the Klameth County Title Company.

Klamath County Title Company survivors of them, at the

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 a 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 bess than s/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 that vendee shall pay regularly policy or policies of insurance to be held by vendee with copy to and seasonably and before 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 whatsoever having precedence over rights of the vendor in and to said property. Vendee shall be entitled to the pressession of soid property, October 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 as of this date of all incumbrances whatsoever, except as above 33 set forth,

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which vendee assumes; and will place and deed, together with title insurance policy,

together with one of these agreements in escrow at the Klamath County Title Company, dinas.uc.

beatly ban band in the principal and in SOLARS at Klemath Folls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and 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, on demand, surrender deliver' scid aneruments of vendor.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final poyments made hereunder.

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In the event vendes 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 uiterly 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.

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, vendse 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 vender 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 hure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, tereculors, administrators, and assigns.

WITNESS the hands of the parties the day and year first hereinabove writteneds in and in the second in the second 47 2010 ndi za jezhan maijia sebarah at Saman nemer nech na 2 Onty 11116 Company 0 Ald and f Return in St. TA Tryes ton Alexander For Uribe The area a 1 2235 White Street and a second and a second and a second and a second a secondarrat bun and statuted cover the second transfer to second represente and here stated a beauty of the second of young the here a grades by of Ladino of Lale school reaction is and in conduct of the second in the solution to the school of the second to FORM NO. 23 - ACKNOWLEDGMENT BTEVENS-NESS LAW FUB. CO.. PORTLAND. ORE STATE OF OREGON, s pairwand furth vincence her due ber ber ss. County of Klamathra mereorem and advantation and the second second second BE IT REMEMBERED, That on this 22d day of September , 19 78 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named ROBERT H.CHILDERS and RITA CHILDERS, husband and wife, and ALEXANDER URIBE, and VIRGINIA URIBE, husband and wife, named known to me to be the identical individual S. described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. women with the set my hand and affixed and the seal the day and year last above written. The above series and the article of the set of t moo 1 Notary Public for Oregon. 2-20-82 PUBLIC ! My Commission expires 2-9 Control of the second STATE OF OTTEGON; COUNTY OF KLAMATH; ss. Ishereby certify that the within instrument was received and filed for record on the _____10th day of October A.D., 19 78 at 3:48 o'clock P M., and duly recorded in Vol M78 _on Page__22657 Deeds of. WM. D., MILNE, County Clerk FEE \$6.00 By Deinerta Spelsch Deputy