57176

THIS AGREEMENT, made and entered into this

19 78 , by and between September day of

MERCEDES LINA EMERY

hereinafter called Seller, and RONALD CAMPBELL and CHRISTINA

hereinafter called Buyer, (it being understood that the singular CAMPBELL, husband and wife, shall include the plural if there are two or more sellers and/or buyers).

WITNESSETH

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situate in Klamath County, State of Oregon, to wit: The Northwesterly 100 feet of Lot 6, Block 2, ORIGINAL TOWN of Klamath Falls (formerly Linkville) described as follows: Beginning at the Corner of High Street and Cedar Street, being the Northeasterly corner of said Block 2; thence Southerly along the Westerly line of Cedar Street 100 feet to a Point: thence Westerly at right angles to the OI Salu Block 2; thence Southerly along the Westerly line of Cedar Street 100 feet to a point; thence Westerly at right angles to the Westerly line of said Cedar Street, to the Westerly line of said Lot 6; Westerly along the Westerly line of said Lot 6, 100 feet to the thence Northerly along the Westerly line of said Lot 6, 100 feet to the South line of High Street; thence Easterly along South line of High

SUBJECT TO: 1978-79 real property taxes & all future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land.

The purchase price thereof shall be the sum of \$25,000.00 , payable as follows: \$execution hereof; the balance of \$ 25,000.00 shall be paid in monthly installments of \$ 227.50

including interest at the rate of 9 3/% ber annum on the unpaid balances, the first such installment to be paid on the 15th day of October , 1978, and a further and like installment to be paid on or before the

thereafter until the entire purchase price, including both principal and interest, is paid in full. FOVIDED, SUBTHER, that in case Buyer shall fail to make the payments aforesaid, or any of them, puriotually 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 the strict tams and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of pryment and strict performance being declared to be the essence of this agreement, then Seller stall have the following rights (1) To terminese this contract by strict foreclosure in equity. (2) To declare the full impaid belonce immediately due and repeated to specifically enforce the rems of this agreement by suit in equity. (4) To declare this contract null and repeated or then existing in favor of specifically enforce this agreement by suit in equity. (3) the fight and interest hereby created or then existing in favor of Buyer derived under this agreement by suit in equity all the termine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or set of re-entry and without any other act by Seller to be performed and without any right of Buyer of reclamation or commensation for termine, and the premises atoresaid shall revert and revest in salter without any declaration of torteitule object of re-entry, and without any other act by Selfer to be performed and without any right of Buyar of reclamation or compensation for more yeard or for improvements made, as absolutely, fully and perfectly as if this agreement half as being yillsum at the

1. Interest as aforesaid, shall commence, from a date, here of uver, shall, be entitled to possession of the property as shall not be deened to have wrived his right to exercise any of the loregoing rights.

- 2. After date hereof Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment, but to you sent the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment, and the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment, and the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment, and the privilege of increasing any payment or prepaying the entire balance with interest due to the date of payment, and the privilege of increasing any payment or prepaying the entire balance with interest due the privilege of increasing any payment or prepaying the entire balance with interest due the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment, and the privilege of increasing any payment or prepaying the entire balance with interest due the privilege of increasing any payment or prepaying the entire balance with increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of increasing any payment or prepaying the entire balance with the privilege of payment or prepaying the entire balance with the prepa
- 3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said 3. Buyer snall pay promptly all indeptedness incurred by their acts which may become a nen or purported nen, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments liens, burported liens, and encountered as of the control of the property and in the great burson with the property of the control of the c provided; all such taxes, assessments and charges for the current year shall be provided by Buyer to be paid hereunder, and in the event Buyer shall fall to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, and in the event buyer shall rail to so pay; when due, any such matters or amounts required by Buyer to be paid nereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall bear interest at to the purchase price of said property on the date such payments are made by Seller and such amounts to the contract, and, the same rate as provided above, without waiver, thowever, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is bereby directed and authorized to so add such amounts to the contract balance in such event or events, the escrow holder is bereby directed and authorized to so add such amounts to the contract balance in such events. in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor; nature night have been discounted and such account to the contract balance. upon being tendered a proper receipt therefor;
- 4. Buyer_shall_keep_the_buildings_on_said_property_insured_against_loss_or_damage_by_fire_or_other_casualty_in an amount not less than the insurable value; thereof with loss payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss, all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession; dagmas anitaland
- 5_Buyer agrees that all improvements now located or which shall hereafter be placed on the property; shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written conof the real property and shall not be removed at any time prior to the expiration of this agreement without the written theresent of Seller; Buyer shall not commit or suffer any waste of the property, or any improvements thereof, in good condition and repair, provided, Buyer shall of, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller. going instrument to be their voluntary act and deed.
- 6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at Klamath First.

 Finderal Savings

Federal Savings, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties herato, instructing said escrow holder that when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall be deliver said deed to Ruyer but in case of default by Ruyer said escrow holder shall on demand currently and said escrow holder shall be demand. deliver said deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to

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

Ronald & Christina Campbell 232 Cedar Street Klamath Ealls, Oregon, 97601

的数数数

day of September 19 78 ; by and between

Lift oral parates bas about 1931/5380A 2191

rencedes that a surfex

here mafter called Seller, and RONALD CAMPBELL and CHRISTINA

CAMPBELL, husband and wife,

hereinafter called Suyer, (it being understood that the singular

shall rectued the planar if there are two or more sellers and/or buyers).

WITNESSETH

Siter agess to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the tarms and conditions and increases as of the following described properly and improvements situate in Klamath County State of Oregon, The Northwesterly 100 feet of Lot 6, Block 2, ORICINAL TOWN of Clamath Palls (formerly Linkville) described as follows: Beginning at the Corner of Ligh Street and Cedar Street, being the Northeasterly corner of said Block 2; thence Southerly along the Westerly line of Cedar Street 100 feet to a point; thence Westerly at right angles to the Street wasterly line of said Lot 6; thence Northerly line of said Lot 6; thence Northerly line of said Lot 6; thence Northerly along the Westerly line of said Lot 6; thence Northerly along South line of High Street; thence Easterly along South line of High Street to the point of beginning.

SUBJECT TO: 1078-79 real property taxes & all future real property taxes and tasks and rights of way of record, and those apparent on the land,

The state of the paid on the unpaid betances, the first such installment to be paid on the list such installment to be paid on the list of the last on or before the 15th day of

PROVIDED, FURTHER, that in case Buyer 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 Seller 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 Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer 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 Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

enting off grivegory to insmise was prize and to english and the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law, yet barries a school date.

to the mass to the misubs probulent asker the year the united by Buyer further, agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall, any waiver by Seller of any 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.

belthe ad liads manyen dous one bus students double to you you wan talke concrean for yethorsess you bus a fine in Initial pareement shall bind, and inure to the benefit of , as the circumstances may require, the parties hereto and their respective heirs, executors, administrators successors and assigns, subject to the foregoing.

enabled restince self of shuboms flow bits or of beginning the battering vibration and sold the parties the day, and year first herein written.

With the state of the parties are day, and year more than the state of the parties are day, and the parties of the date Buyer becomes characteristic of the date Buyer becomes characteristic of the date buyer of the date buyer of the date of the parties of the parties of the parties of the date of the parties of the part

Personally appeared the above named of vosmercedes of times emery; and a Ronald Campbell and licks see the over the property of the above named of the above of t

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

Sets that the creetion here have an execute in favor of Sover a good and sufficient and conveying god to set y here not then of all he grand books are the set to be sense to be set which saye assume, if Galbina wish the are never set with place and negation of Siddig Yarow. These agreeneems in a corow at KI and the area of the sense to be set in the sense to be set in the sense between the sense to be sense to

Notary Public for Oregon

Notary Public for

Attorney at Law, First Federal Bidgs, 136 7), 3 44
Klamath Falls, Oregon

FEE

Klamath Falls, Oregon 223-bbs entwoller and or the addition announced to the following COUNTY OF KLAMATH; ss.

1	hereb	y cert	ify t	hat	the w	ithin i	istrume	nt was	received	and file	d for rec	ord on the	oc_24th_c	lav of
				100	1 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2						"我就是我们的一样,我们不是你	Market and the first terms	the state of the state of	
	Octo	ber].A_) 1	9 <u>78</u>	at	<u>9:19 </u>	oʻcl	ockA	M aı	nd duly i	ecorded i	Vol. 478	
0.3	\$250 P 490	ers a grant	12.0		White the			40 FB (19 84)	報告の利用の基礎					
0	f 3.35 % 5	Dee	1 S		A STATE	14 47 S	on Page	237	795			4.600 年本。	The point of the second	500

WM. D. MILNE, County Clerk

By Lerre Tha Lolo th Deputy