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on justify took solved bigs proposed solve vortes bigs and for one of the control GLENOR : STRIEB and NORMA J. STRIEB, husband and wife, house and string and s hereinafter called the vendor, and

SURROZ MOTORS, INC., an Oregon Corporation, Sen incruyed to emit discussion still be different to she I reduce the year of it is a discussion of it is a real of the vender.

of the salign provided the words are even the same that the salign provided the vender.

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on Venderus sugress starto sellato the avendes and the vendes agrees to buy from the vendor following described property: situate in Klamath County, State of Oregon, to with the mark of the county of the county of the state of the county of the cou years what explains to the manufactor are classes a simple expression to a force one

to the comply gradual of decompositions of the control of the second of the first specifical feet for the control of the contr Lots 8 and 9 in Block 94 of KLAMATH ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, to want be at Bost of bovers signification

SUBJECT TO: Taxes for fiscal year commencing July 1, 1978, which are now a lien but not yet payable; Assessments and charges to the City of Klamath Falls for water and/or sewer service; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any: -sus, sto in themstal down to rediner val series, symp hade non-summe ests equation of redunered stips. Strobbery believ value of A

the harsof he held to be a valves of carr age seding baseds of carr each partiality of us a waiver of the provision that encours edit is their mannes and made each or this grant per dor or the vent of the contract of the contract of er giren er kangulær i er e slæde to baden to medr umd e dede to plack the eanscullne, the frattaine und die keerten where a given several mediatered off safet or sellent on her seem of one of dide secretary for the second for the second for the

at and for a price of \$ 60,000.00

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d for a price of \$ 50,000.00 , payable as follows, to-wit: as contents with the part here to the beautiful of as

of this agreement, the receipt of which is hereby acknowledged; \$ 5,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 55,000.00 with interest at the rate of  $8\frac{1}{2}$  % per connum from October 25, 1978 payable in installments of not less than \$ 492.37 month , inclusive of interest, the first installment to be paid on the 10th day of November 19 78 and a further installment on the 10th day of every month thereafter until the full balance and interest PROVIDED HOWEVER, that a balloon payment in sum of \$5,000.00 is due and payable on February 1, 1979.

Vendee may not make additional payments or pay off the entire balance of the contract prior to October 25, 1988.

and the second of the second o to make said payments promptly on the dates above named to the order of the vendor, or the Cadleen survivors of them, 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 that 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 appear, said policy or policies of insurance to be held by vendee, copy to vendor, that vendee shall pay regularly and secsonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind

Book Searcher (BOC), and for managinal proop rations has extensive ĺ 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 wender in and to said property. Vendee shall not cut or remove only timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said property October 25, 1978, manger beats men at

Vendor will on the execution hereof muke and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and tlear as of this date of all inclimbrances whenseever, except as above stated,

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SECTION FORTURE

which vendes assumes, and will place add deed and purchaser's policy of title insurance in sum of \$60,000.00 covering said real property, together with one of these agreements in serious the Klamath First Federal Savings and both Association,

at Klamath Falls, Oregon

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and the verides shall have paid the realance of the purchase price in accordance with the summer 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

But in case vendee shall fail to make the payments adcressed or any of them, nunctually 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 San . Allow one believe were all red 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 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 sulf in equity, all the right and interest hereby created or then existing in favor of vendes 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 vendes 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 vendes, 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 writved 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.

Vendse 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 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

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. of the thre of the essentian 00.00 20, 00, 100 with income in the cale of 813, 24 payable in satellments of not peed than S ASE. IV ्र तन प्रश्नीक्षणातिक पूर्वदृष्टिको हो ती तो तो के प्रिक्टन हुई। जवसारमाहरू व तो ह 19791- 22 19600 30 and references tradition of interest that had main ment a be post on the 10'11 day of November transmit but sometime that set lines today of the year to you did it edited that the table on the table of the set of the table of t owings However, that a balloom payment is sum of \$5,000.00 is due and ON THE TRUTTE 1, 1979. 30 Witness the hands of the parties the day and year first herein written. When select the control of processor or not determine for SURROZ MOTORS elisti dezenik es ew into, that no immediation new on or ethick Can had be STATE OF OREGON on the conductor anima will the 99% 10 M 8 5 85 reverse to the agency that are Klamathomes to see sanlage . **100**9 ( i comma i moleci parez m locaret ped entri ( och in stäre i sect illministi op p Glen R. Strieb and Norma J. Strieb, husband and wife, and acknowledged the foregoing instrument to be their act and deed. there is a country to any terminating liberty, on a conto the half cobret the part but of run a Before me the techniques were as the more and the alleger My commission expires: Until a change-le requested, all tax statements shall be sent to the following name and address: Surroz Motors, Inc., 424 So. Sixth St., Klamath Falls, Oregon 97601. State of Oregon, County of Klamath of October 19 78 at 8:41 o'clock A m and recorded in book M78

From the office of

CRANE & BAILEY Attorneys at Law 540 Main St

Klamath Falls, Oregon 97601

Witness My Hand and Scal of County Affixed. D. Milne

Record of Deeds of said County.

County Clerk - Recorder

Fee \$6.00