

58378

MTC 7182

Vol. 78

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This Agreement, made and entered into this 10th day of November, 1978 by and between DALE O. WOODS and KAREN A. WOODS, husband and wife,

hereinafter called the vendor, and

RAY K. CODDINGTON and SHIRLEY JEAN CODDINGTON, husband and wife, hereinafter called the vendee.

WITNESSETH that the Vendor agrees to sell to the vendee and the vendee agrees to buy from the Vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

A tract of land situated in the NW 1/4 of Section 27 and the SW 1/4 of Section 22, Township 38 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the South line of the SW 1/4 of said Section 22, said point being North 89°36'09" West 494.59 feet from the West 1/16 corner common to said Sections 22 and 27; thence North 89°36'09" West along the said South line, 180.00 feet; thence North 05°29'19" East 228.47 feet; thence North 73°00'00" East 150.00 feet; thence South 17°00'00" East 100.00 feet; thence along the arc of a curve to the right (radius 170.00 feet and the central angle is 28°47'47") 85.44 feet; thence along the arc of a curve to the left (radius 18.230 feet and central angle is 44°09'36") 177.29 feet; thence North 32°22'09" West 92.00 feet to the point of beginning, ALSO a 15 foot strip of land measured at right angles Easterly from the following-described point being North 89°36'09" West 476.41 feet from the West 1/16 corner common to said Sections 22 and 27; thence along the arc of a curve to the left (radius point bears North 78°34'43" East 230.00 feet and central angle is 20°56'52") 84.09 feet; thence South 32°22'09" East 626.25 feet, more or less, to the Westerly right of way line of the Old Fort Road, with bearings based on solar observation.

Subject to: Rights of the public in and to any portion of the herein-described premises lying within the limits of streets, roads or highways; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any; and to a Real Estate Contract wherein Gene R. Delap et ux are sellers and vendors herein and are purchasers, recorded Aug. 28, 1978, in M78, page 16821, Microfilm Records of Klamath County, Oregon, which said Contract vendees herein DO NOT assume, and vendors covenant and agree to hold them harmless therefrom;

NOTE: The above-described property has been granted special assessments for Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last 10 or lesser number of years in which the farm use assessment was in effect for the land, and in addition thereto a penalty may be levied if notice of disqualification is not timely given;

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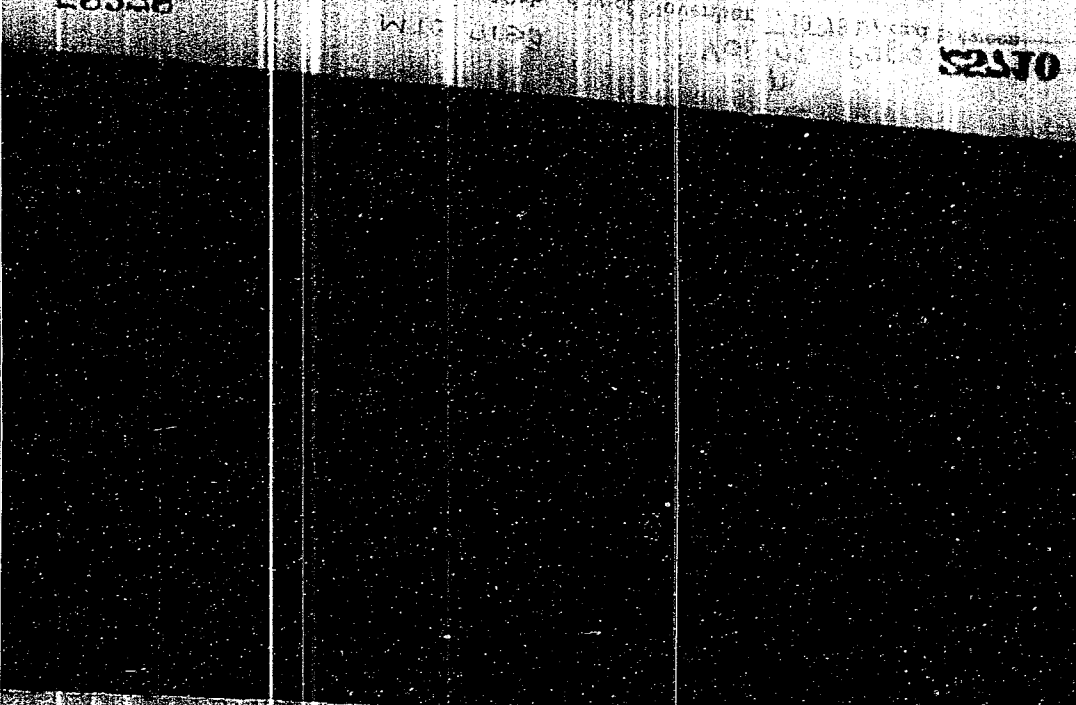
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of this agreement, the receipt of which is hereby acknowledged: \$ 3,800.00 at the time of the execution  
of this agreement, the receipt of which is hereby acknowledged: \$ 11,100.00 with interest  
is due and payable January 5, 1979  
Vendor will furnish vendee with a good and sufficient warranty deed to the  
above-described real property when the contract has been fully paid and performed.

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 that the vendee shall be entitled to the possession of said property on execution of this agreement.

Vendor will furnish vendee with a good and sufficient warranty deed to the above-described real property when the contract has been fully paid and performed.

DATE OF RECORDING AND EVIDENCE: MOORE'S PUBLIC RECORDS, Klamath Falls, Oregon  
28318



28318  
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 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 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 premises aforesaid shall revert and re-vest 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, vendee 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 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 to corporations and to individuals.

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.

Witness the hands of the parties the day and year first herein written.

Return to, and tax statements to:  
Ray K & Shirley Jean Coddington  
1343 McClellan  
Klamath Falls, Oregon

*Dale O. Woods*  
*Karen A. Woods*  
*Ray K. Coddington*  
*Shirley Jean Coddington*

STATE OF OREGON )  
County of Klamath )

STATE OF OREGON )  
County of Klamath )

BE IT REMEMBERED, That on this 14th day of November, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Dale O. Woods, Karen A. Woods, Ray K. Coddington and Shirley Jean Coddington, all of whom are the identical individuals described in and who executed the within instrument and they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Quay B. Putnam*

BE IT REMEMBERED That on this 14th day of November, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **NOTARY**, **Dea O. Woods, Karen A. Woods, Ray K. Coddington and Shirley Jean** who being duly sworn, depose and say that they executed the within instrument and IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*James B. Huber*  
Notary Public for Oregon.  
My Commission expires 8-23-81.

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OF OREGON; COUNTY OF KLAMATH; **Mountain Title Co.**  
A.D. 1978, 09:30 a.m. **Deeds**  
15th day of November 1978  
W.D. MILNE, County Clerk  
Fee \$12.00

*Dea O. Woods*  
*Karen A. Woods*  
*Ray K. Coddington*  
*Shirley Jean*

*James B. Huber*  
Notary Public for Oregon

On this 14th day of November, 1978, personally appeared the above named **Dea O. Woods, Karen A. Woods, Ray K. Coddington and Shirley Jean** who being duly sworn, depose and say that they executed the within instrument and IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon

My Commission expires 8-23-81

James B. Huber  
Notary Public for Oregon  
My Commission expires 8-23-81