

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following de- scribed lands and premises situated in Klamath County, State of Oregon, to-wit:
The West 78 feet of Lot 6, Block 33 of HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon,
SUBJECT TO: See Exhibit "A"

for the sum of Twenty Two Thousand Nine Hundred & no/100s Dollars (\$ 22,900.00) hereinafter called the purchase price, in part payment of which the buyer assumes and agrees to pay a contract or mortgage (the word "mortgage" as used herein includes within its meaning a trust deed) now on said land (recorded in the Deed*, Mortgage*, Miscellaneous* Records of said county in book M-78 at page 15724 thereof, reference to which hereby is made) the unpaid principal balance of which is \$19,886.66, 14843 agrees to pay the balance of said purchase price to the order of the seller at the times and in amounts as follows, to-wit: Balance of \$3,013.34, In monthly payments of not less than \$186.12 each including interest at the rate of 9 1/2 percent per year beginning on the 3rd day of December, 1978, and continuing on the 3rd day of each month thereafter until said balance is paid.

All of said purchase price may be paid at any time; all of the said deferred payments shall bear in- terest at the rate of 9 1/2 per cent per annum from December 3, 1978, until paid, interest to be paid monthly and * (inserted) the minimum regular payments above re- quired. Taxes on said premises for the current fiscal year shall be prorated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) primarily for buyer's personal, family, household or agricultural purposes. The buyer shall be entitled to possession of said lands on _____ date _____ and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here- after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$22,900.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy in- suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any, and the said contract or mort- gage. Seller also agrees that when said purchase price is fully paid and upon request and surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements, restrictions, the said contract or mortgage and the taxes, municipal liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, and the payments to become due on said contract or mortgage, principal and interest or any of them, punc- tually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interests created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer of return, redemption or compensation for moneys paid on account of the purchase of said property to be performed and without any right of the buyer or return, redemption or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc- ceeding breach of any such provision, or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$22,900.00. However, the actual consideration in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may judge 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 the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the contract so requires, the singu- lar pronoun shall be taken to mean and include the plural, the masculine 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; If either of the un- dersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Louise Elaine Roethler Edward Raymond Roethler Erlon R. Soper Barbara A. Soper

the West 78 feet of Lot 6, Block 33 of HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

27899

SUBJECT TO:

1. Sewer and Water Use charges, if any due to the City of Klamath Falls,
2. City Lien, due to the City of Klamath Falls.
Improvement Unit: #47
Card: 60
Original Amount: \$1,858.46 Unpaid Balance: \$1,208.02, plus interest if any.

Docketed: November 15, 1974 Under the name of: Arthur Hood

3. Taxes, including the current fiscal year, have been assessed with Veterans' Exemption. If the exempt status is terminated under the statute prior to the date on which the assessment roll becomes the tax roll in the year in which said taxes were assessed, an additional tax may be levied.
4. Conditions and restrictions as contained in Deed Recorded August 25, 1913 in Volume 39, page 564, Records of Klamath County, Oregon.
5. Agreement including the terms and provisions thereof,
Dated: November 18, 1974
Recorded: June 28, 1978
Volume: M78, page 13895, Microfilm Records of Klamath County, Oregon.
Vendor: Jerry Stephen Massey
Vendee: Arthur J. Hood
6. Contract, including the terms and provisions thereof,
Dated: June 29, 1978
Recorded: July 11, 1978
Volume: M78, page 14843, Microfilm Records of Klamath County, Oregon
Re-recorded: Volume M78, page 15724, Microfilm Records of Klamath County, Oregon
Vendor: Arthur J. Hood
Vendee: Mary Elizabeth Warden, a single woman and Edward Raymond Roethler and Louise Elaine Roethler, husband and wife.

The Vendee's interest in the above contract of sale was assigned by instrument,

Dated: October 6, 1978
Recorded: October 11, 1978
Volume: M78, page 22750, Microfilm Records of Klamath County, Oregon
To: Louise Elaine Roethler and Edward Raymond Roethler, husband and wife.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

filed for record ~~EX-100-100000~~ on the 13th day of December A.D. 1978 at 10:00 o'clock A.M., and
duly recorded in Vol. M-78, of Deeds on Page 27897

Fee \$6.00

Wm D. MILNE, County Clerk

Jaqueline J. Mettler