This Agreement, made and entered into this

Vol. M78 Page 28002 30th day of November , 1978 by and between

TOWNS TOWN HOLDE and KUNIKO K LEIDE, husband, and wife, hereinafter called the vendor, and

्रीक्षामानुसार प्रदेशका क्षेत्रकार हान्य सामार्थ कराने व्यवसाधिक संस्थानक LARRY D. GRAVES and CANDISS F. GRAVES, husband and wife, hereinofter coiled the vendee.

Another property coiled the vendee.

Another coiled the vendee.

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Vendor S ragrees to sell to the vendees and the vendee s agrees at to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon to-with the same to see that the same to t treat it betty mented or tend epiched in 12001 of vanides derived ander this dymanical abuil tilitary coope and determinal and

van Localiota 2, suBlock 4; saternacto Notes 1002 str LaWanda Hills SUBJECT TO: Restrictions, but omitting restrictions, if any, based on race, color, religion, or national origin, as shown on the recorded plat of Lawanda Hills; covenants, easements, and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded November 14% 1975 in M-75 page 14401, Klamath County, Oregon records; and easements and rights of way of record or apparent upon the land.

Frenche farent action neutralians by yearder, of any time to senite neutralisation by vender of any provisions based shall at and for a price of \$1:2;000,00 and the payable as follows to wit of tendence when the second and Host maken of the provider of one succeeding brench of any suck arriging, or as a waven of the provider that

ixenance and if the figures one and them of you believe out to soldney their besterbours: If the memory and province er an armous plantage shall be taken in shade and include the paid. He buseding the feathers, and the neuterdurantly bear to make the property of the property of the province to the prov

of this agreement, the receipt of which is hereby acknowledged; \$ 9,500.00 with interest at the rate of 7 % per annum from 31 December, 1978 payable in installments of not less than \$ 100.00 per month . in clusive of interest, the first installment to be paid on the 15th day of January the then remaining principal balance and accrued interest shall be day of every Month XXXXX until the month of due and payable. In addition to the monthly payments herein, Vendees shall pay all taxes when due, in the event Vendees do not pay said taxes, principal of this contract by presentation of paid receipts to the escrow holder. Said amounts so added to be are interest at the rate provided herein survivors of them, at the Klamath County Title Company

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 I full ins. Value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendors copy to Vendees that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind. Taxes to be prorated as of 31 December , 1978.

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 possession of said property on or before 31 December , 1978.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying α fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except 25 2bove

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

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

at Klamath Falls, Oregon, and shall enter into written oscrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and it, vendee 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

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

In the event 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 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 utterly cease and determine, and the premises aforesaid shall revert and revest in vendor without any declaration of torfeiture 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 vendes, while in default, permit the premises to become vacant, Vender may take possession of same for the purpose of profecting 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 count, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on

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 and shall any waiver by wendor 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 storographic corporations and to statistical to the state of the stat

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their red 100 000 8 den est the lo stoccheten in suppose
respective heirs, executors, administrators and assigns.
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it the month of this late on which date resulting principal balance and accrued interest shall be nove the section of the decision of the decisi and parents in addition to the monthly payments herein, Vendoes elall coll taxes when due, in the event Vendess do not pay said taxes, send of all taxes when due, in the event Vendess do not pay said taxes, send and said sums back to the vendess of this contract by presentation of paid receipts to the escrowing this contract by presentation of paid receipts do the escrowing this contract by presentation of paid receipts do the escrowing this contract by presentation of paid receipts to the escrowing this contract by presentation of paid the date which will be contracted to the contract by presentation of the contract by the contra recover at most on the Klammeth County Fittle Company

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WILLIAM P. BRANDSNESS ATTORNEY AT LAW 411 PINE STREET

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at Carrain Falls, Carrell Contra

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STATE OF Howaii City and Journal Ss. 200EG 1178
personally appeared the above-named JOHN H. IDE and acknowledged
the foregoing instrument to be his voluntary act. Before me:
State of Hawaii For May Commission expires MAY 16 82 My Commission expires MAY 16 My Commission expires MAY
Commission exptes:
STATE OF HAWAII
(ilyand HAWAII) County of Unalula) ss. 200EC 11 73, 1978.
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STATE OF OREGON
County of Klamath ss. December 17. 1979
Personally appeared the above
Personally appeared the above-named LARRY D. GRAVES and CANDISS to be their voluntary act. Before me:
Notary Rublic for Oregon My Commission expires: 2524 Ga
My Commission expires: 2-20-82
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FIRE OF OREGON; COUNTY OF KLAWATH; ss.
2 14th day of Pega-t
A. D. 1978 11:52 Auly recorded in Vol. <u>FF-78</u> , of <u>Deeds</u>
일을 하는 보고 있는데, 이번 100명 전략이 되면 전략한 경우하고, 있는데, 이번 10명 보고 전략 이상 전략이 5호 전략하는 구축에, 이번 시스트 등이 되어 수가 없다는 것이 되었다. 이번 10명
Wm D. MILNE, County Clerk Fee \$2.00