

1 THIS AGREEMENT, made and entered into this 20th day of December, 1978, by  
2 and between EMMA H. JONES and HENRY J. CALDWELL, JR.

3 W I T N E S S E T H:

4 WHEREAS, Emma H. Jones sold to Jack D. Liles and Beverly A. Liles the fol-  
5 lowing-described real property situated in Klamath County, Oregon:

6 Lot 6, Block 217, MILLS SECOND ADDITION to the City of Klamath  
7 Falls, Oregon, according to the official plat thereof, records  
of Klamath County, Oregon,

8 on a contract of sale dated the 20th day of November, 1972; and

9 WHEREAS, the interest of Jack D. Liles in the property was awarded to  
10 Beverly A. Liles in a decree of divorce entered in the Second Judicial District  
11 Court of the State of Nevada and for the County of Washoe on the 15th day of  
12 April, 1977; and

13 WHEREAS, Beverly A. Liles is now known as Beverly A. Busick; and

14 WHEREAS, the contract of sale between Emma H. Jones and Jack D. Liles and  
15 Beverly A. Liles is, on the 20th day of December, 1978, \$600.00 in default, and  
16 the balance payable on said contract is \$6,206.09, with interest paid to Sept-  
17 ember 15, 1978; and

18 WHEREAS, Emma H. Jones has withdrawn the contract of sale from the escrow  
19 collection at Klamath First Federal Savings and Loan Association; and

20 WHEREAS, Beverly A. Busick has sold her interest in the property to Henry  
21 J. Caldwell, Jr.; and

22 WHEREAS, Emma H. Jones is willing to reinstate the contract with Henry J.  
23 Caldwell, Jr. as amended;

24 NOW THEREFORE, in consideration of these premises and the covenants herein-  
25 after contained, it is mutually agreed by and between the parties as follows:

26 1. Henry J. Caldwell, Jr. will pay on the 20th day of December, 1978, the  
27 sum of \$800.00 to bring the contract to a current condition to February 1, 1979.  
28 Said payment shall first be applied to interest to bring it current to December  
29 20, 1978.

30 2. The contract of sale is hereby amended to change the interest rate on  
31 the unpaid principal balance from 6% to 8% per annum from December 20, 1978.

32 The next monthly payment in the amount of \$100.00, inclusive of interest at 8%

1 per annum, shall be due and payable on February 1, 1979, and a like payment on  
2 the 1st day of each month thereafter.

3 3. It is mutually agreed by and between the parties to this agreement that  
4 upon payment of the \$800.00 mentioned in paragraph 1 above, the principal bal-  
5 ance of the contract shall be \$5,705.04. Interest shall be paid to December 20,  
6 1978.

7 4. A copy of this agreement shall be recorded in the Deed Records of Klamath  
8 County, Oregon.

9 5. The collection escrow shall be established at Klamath First Federal  
10 Savings and Loan Association. The parties shall deposit the following items in  
11 that escrow:

- 12 a) Original contract of sale between Emma H. Jones and Jack  
13 D. Liles and Beverly A. Liles;  
14 b) The original title insurance policy insuring the purchasers'  
15 interest in the contract of sale between Emma H. Jones, as  
16 seller, and Jack D. Liles and Beverly A. Liles, as purchasers;  
17 c) Original warranty deed between Emma H. Jones, also known as  
18 Emma H. Moran, to Jack D. Liles and Beverly A. Liles;  
19 d) Warranty deed executed by Beverly A. Liles to Henry J.  
20 Caldwell, Jr.;

21 6. Henry J. Caldwell, Jr. shall pay all back taxes and present taxes which  
22 are a lien on the property and shall further pay all attorney's fees and fees  
23 necessary to record this agreement and re-establish the escrow at Klamath First  
24 Federal Savings and Loan Association. He shall also pay to Emma H. Jones the  
25 amount of the insurance premiums she has advanced on the property in the year  
26 1978, less the amount of rebate she will be entitled to receive upon cancellation  
27 of her policy.

28 7. Henry J. Caldwell, Jr. shall comply with all terms of the contract of  
29 sale between Emma H. Jones and Jack D. Liles and Beverly A. Liles, except as  
30 amended by this agreement.

31 8. Emma H. Jones makes no representations or warranties to Henry J. Cald-  
32 well, Jr., except those contained in the original contract of sale and warranty  
33 deed to Jack D. Liles and Beverly A. Liles. It shall be the sole responsibility  
34 of Henry J. Caldwell, Jr. to take whatever action he deems necessary to remove

1 Jack D. Liles' name from title to the property.

2 IN WITNESS WHEREOF, the parties have executed this agreement the day and  
3 year first herein mentioned.

4 Emma H. Jones  
5 Emma H. Jones

6 Henry J. Caldwell, Jr.  
7 Henry J. Caldwell, Jr.

8 STATE OF OREGON )  
9 County of Klamath ) SS

10 On this 21 day of December, 1978, personally appeared the within-named  
11 Emma H. Jones and acknowledged the foregoing instrument to be her voluntary act  
and deed. Before me:

12 William J. Seavey  
13 Notary Public for Oregon

14 (SEAL)  
My Commission Expires: 08/18/82

16  
17 STATE OF OREGON )  
18 County of Klamath ) SS

19 On this 21 day of December, 1978, personally appeared the within-named  
20 Henry J. Caldwell, Jr. and acknowledged the foregoing instrument to be his vol-  
untary act and deed. Before me:

21 William J. Seavey  
22 Notary Public for Oregon

23 (SEAL)  
My Commission Expires: 08/18/82

24  
25 STATE OF OREGON; COUNTY OF KLAMATH; ss.

26 Filed for record at request of X

27 this 22nd day of DECEMBER A. D. 1978 at 10:14 o'clock AM., and

28 duly recorded in Vol. M 78 of DEEDS on Page 28528

29 FEE \$ 9.00

30 Wm D. MILNE, County Clerk  
By Jacqueline J. Miller

31 Return to  
32  
WILLIAM L. SISEMORE  
Attorney at Law  
540 Main Street  
KLAMATH FALLS, ORE.  
97601  
503/882-7229

Agreement - Page 3.

mail for statements to  
Henry J. Caldwell Jr  
2319 Briarwood Lane  
Klamath Falls, Ore