

38-17204-M

61030

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This Agreement, made and entered into this 29th

day of December, 1978 by and between

DOROTHY JEAN ALLEY
hereinafter called the vendor, and

JEAN A. SAMPLE,
hereinafter called the vendee.

WITNESSETH

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:

Lot 32, OLD ORCHARD MANOR, in the County of
Klamath, State of Oregon

at and for a price of \$ 29,500.00

payable as follows, to-wit:

\$ 6,500.00 at the time of the execution
of this agreement, the receipt of which is hereby acknowledged; \$ 23,000.00 with interest at the rate of 10 %
per annum from January 5, 1979 payable in installments of not less than \$ 209.01 per
month inclusive of interest, the first installment to be paid on the 5th day of February
1979, and a further installment on the 5th day of every month thereafter, ~~with the full balance and interest~~
~~XXXXXX~~ Entire balance, both principal and interest, to be paid in full on
or before January 1, 1986. Vendees herein shall be responsible for taxes
and insurance. Vendor shall pay the same and add them back to the principal
of this contract to carry interest at the rate provided herein. Vendees
shall pay, in addition to the monthly payment herein, an amount which is
equivalent to 1/12th of the taxes and 1/12th of the insurance each month.
Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the
survivors of them, at the First National Bank of Oregon

at Klamath Falls,
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 ins. value with loss payable to the parties as their respective interests may appear, said
policy or policies of insurance to be held by Vendor copy to Vendee 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 January 5, 1979.

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 as of December 5, 1978.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a
fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as set forth
in said Warranty Deed.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the First National Bank of Oregon

at Klamath Falls, Oregon, and shall enter into written escrow
instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, 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
said instruments to vendor.

Escrow fees shall be deducted from the first payment made hereunder. The escrow 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 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 provisions 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.

It is understood by the parties that there is a certain Trust Deed, dated December 28, 1976, recorded December 28, 1976 in Book M-76, page 20702, wherein Dorothy Jean Alley is Trustor and First National Bank of Oregon, is Beneficiary, which Trust Deed shall be the sole obligation of Vendor and Vendor shall hold Vendee harmless thereon.

WITNESS the hands of the parties the day and year first hereinabove written.

[Signature]
[Signature]

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

VANDENBERG AND BRANDSNESS

ATTORNEYS AT LAW

411 PINE STREET

KLAMATH FALLS, OREGON 97601

TELEPHONE 503/882-5501

Between TIA A/B Brand
Tax Statements for as records may be exchanged

STATE OF OREGON,

County of Klamath } ss.

1170

BE IT REMEMBERED, That on this 15th day of January, 1979,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Jean A. Sample

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that she 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.

W. Darlene J. Addington
Notary Public for Oregon.
My Commission expires 3-22-81

STATE OF CALIFORNIA

COUNTY OF Butte } ss.

On this 6th day of January, in the year one thousand nine
hundred and 79, before me, Don N. Choate,
a Notary Public, State of California, duly commissioned and sworn, personally
appeared Dorothy Jean Alley

known to me to be the person whose name is subscribed to the within
instrument and acknowledged to me that she executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my
official seal in the Butte County of California the day and year
in this certificate first above written.

Don N. Choate
Notary Public, State of California

My commission expires 7/28/79

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Cowdery's Form No. 32—Acknowledgement—General (C. C. Sec. 1190a)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 16th day of January, A. D. 1979 at 10:42 o'clock A. M., on

filed recorded in Vol. M79, of Needs, on Page 1168

Wm D. MILNE, County Clerk
By Bernice J. Heloich

Fee \$9.00