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Vol. 779 Page 200 "Chis" Apreement, "made and "entered" inis this " 29th latter and of neuron December "" 1970" Ey br SADYE W "PACK of CLINE A sarPACE and CECKCIA PACE actinut entits commind entits and bing ever in a solor of a solor of the solor of hereinafter called the vendor, and

al, surrender add instruments to vendor

ROBERT C. CLOSSON and NANCY S. CLOSSON, husband and wife, m sumptime editory during the state of the second of the br thereinailer called the vendee to a this activity of the other lense or conditions of this active entry detailed the vendee of this active entry entry of the conditions evolution entry ent entri portonenceo boing declimento he the essence of this agreement, then vertier shall have the following rights: (1) To induction and violations constor biogen fin witnesserf. lessoloss this contract by siriat foreclosure in equility nt bry bloy ban (lun portince still oreiseb of (b) vyllaps of the ver inonnermo edi le annet efi ereira ylusianage of the verdee argieses to sull to the verdee argieses to buy from the verder all of the verdee argieses to buy from the verder all of the transfer of the transfer of the verdee argieses to buy from the verder all of the verdee argieses to buy from the verder all of the transfer of the transfer of the verdee argieses to buy from the verder all of the verdee argieses to buy from the verder all of the verdee argieses to buy from the verder all of the transfer of the verdee argieses to buy from the verder all of the verdee argieses to buy from the verder all of the transfer of the verdee argieses to buy from the verdee argieses to the verdee argieses to the verdee argieses to the verdee argies argies the verdee argieses to the ve

A tract of land situated in Lot 4 in the SEX of SEX of Section 16, Township 37 South, Range 74 East of the Willamette Meridian. yad yleiblach as essents managed and

Beginning at the intersection of the North line of "A" Street and the West lind of Reserve Street; thence Northwesterly along the West line of Reserve Street 58 feet more or less to the Southeast corner of a tract of land con-veyed by deed recorded December 5, 1927 in Volume 79, page 196; thence West

soonslong Southaline of said deed and its extension 125 feet; thence South at evertight angles touther North Line of "AB Street; thence Restellong said North muchine too the point of beginning i heads so it has near to his blos, at line of beauty of a set

the ventes forther provident, is pay sich and the appellate court shall adjudge personable as plointiff's ettomey's fore on SUBJECT TO: Right of way for pole line, including the terms and provisions thereof (limited to 10 feet wide) for electrical transmission on West side International of the second se In presenting this contract. It is understood that vendor of the vendeo may be more than one person, that if the context

so requires its cinquiar propoun shall be taken to nean and include the plural, the masculine, the faminine, and the neuter, out the generalit of crutication changes shall be made, assumed and implied to make the provisions bereal apply equally to important and to individuals.

tespective heirs, execution, edicinizions and essigns,

\$4,785.00 of this agreement, the receipt of which is hereby acknowledged; S 11,715.00 with interest at the rate of at the time of the execution per annum from January 1, 1971, 6 % payable in installments of not less than \$ 1,171.50 .EX clusive of interest the first installment to be paid on the LSE day of November il de la com year per 191 and a further installment on the LST day of every November thereafter until the full balance and interest

are paid. Interest is to be paid with the principal payment and in addition thereto.

During the year 1971, vendees will be entitled to use of the water from the well

agrees to make said payments promptly on the dates above named to the order of the vendor.XXXX.thr Vendee And a the United States National Bank of Oregon, at Chiloquin,

Orceon; to keep sold property at all times in as good condition as the same now are, that no improvement, now on or which may hereinafter 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 s insurable, value, with loss payable to the parties as their respective interests may appear, and policy or policies of insurance to be held by vendors, copy to vendees, and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatscever nature and kind

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 the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property January 1, 1971.

Vendor will on the execution hereof make and executer 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 28 above stated, alled ferracerd of request of Mancy Ser Closson

ins <u>3 28</u>2 Roy of ______ January ...____ A.12 1979. df :08 o'clock PM. co

- on Page 2061 Runshind In Vol 1129 . If Miscollaneous which vendee assumes, and will place and deed and Purchasers' Policy of Title Insurance,

together with one of these agreements in fescrow (at the United States National Bank of Oregon; at A Fec \$6.00

Chiloquin, Oregon

MADDAX)

Nichianatin Caller Corrector

agod. and enter into verifien escrow instruction in form satisfactory to sold escrow holder, instructing sold holder that when and what bird ye are 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 Land realized entry header, and demand, surrender said instruments to vendor.

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 of 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; declore 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 the subtract of such cases, except exercise of the right to specifically enforce the agreement by suit in equity, all the right and in any of such cases, except exercise of the right to specifically enforce the agreement by suit in equity, all the right and in any of such cases, except exercise of the right to specifically enforce the agreement by suit in equity, all the right and in the subtract the right are the subtract to enforce the agreement of states, except exercise and determine, and the subtract the subtract of the existing in favor of vendee derived under this agreement shall utterly case and determine, and the premises cforesaid shall revert and revest in vendor without any declaration of forfeiture or act of reentry, and without any the premises cicrescia shall rever and revest in vendor windou any decidation of interine of other states, and without any right of vendee of reclamation or compensation for money paid or for 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 some for the pur-pose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he sholl 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 ittle report and ittle search and such sum as the trial court may adjudge reasonable as attoorney's tees 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 DIALECT 20: Might of way for pole line, isolading the corps and provider

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way dilect 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.

respective heirs, executors, administrators and assigns.

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The presentent, the receipt of which is haraby accreviadance is in 1, 7,22,00 , with interest of the role of K TTEL I VILLINGT. mon minute rate 05.107 in Installments of not less than 5.1 17.50 2,532 with no bury of all installation trail the state of the little 2,532 No Contra 160 Tacking to yes , and a further installment on the 1181 day of every lefteration in thereafter until the full balance and interest 1912 Incorest is to be pullicated the principal population and in addition thereto. line oto

119Willess the hands of the parties the day and year tirst herein written. W.S. CLUSSON

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Lowy and represents promptly on the device and the device of the manufacture of the device and the device of the d Puper local interest in an encount in the second of the second by the second new one, that no second second of the second new one, that no second sec male

in the fp and the sentered or destroyed before the salire purchase price lice lice then And an thus smith nia o, ni ali yd sponot ic sal ianopo th loss payable is the parties as their respective interests may append, and by verdeter, appy to verdee, policy or pol mmus itad yendee shall pay requiarly Adarbanas boo in subject to interest cherges, all jurgs, assessments, lights and inquinbrances

and agrees not is suffer or parmit any part of said property to become subject to any taxes, accosments thurs, changed of locant searces wholeover having precedence over the rights of the vender in and to eard property. Vendee shall be estitled to the receiver of and property Jerimsky 1, 2021;

Lipityeynes baab yteenew tool ASTED OF OREGON; COUNTY OF KLAWATH; ad noticease aft no litwinsteev ter simple fills to sold property 1031636 SVC48 Sta george variation according to be start to see Filed for record ot request of Nancy S. Closson

> A. D. 1979 at:080'clock PM. an:

uly recorded in Vol. _______ of ______ Miscellaneous _____ on Page 2061 appropriate aliter to valie and and both blowm D. WILNE, County, Cir.

Sordon To Unse Fanolis 19353 103100 - 4184 Almethic Static and From the office of Ganong, Ganong & Gordon Attorneys at Law First Federal Bldg. Fee \$6.00

Klamath Falls, Ore. Special subscheme States 2062