

K-31435 61695

This Agreement, made and entered into this 15th day of January, 1979 by and between TRICIA WILSON, the duly appointed Conservator for Minnie J. Walker, Guardian-ship No. 78-83, hereinafter called the vendor, and I. V. SMIRNOV and IRENE SMIRNOV, husband and wife, and FRANK JAKUBOWSKI and DANNI JAKUBOWSKI, husband and wife, 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 7 in Block 63, NICHOLS ADDITION, to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to: Assessments and charges of the City of Klamath Falls for monthly water and/or sewer charges; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any;

at and for a price of \$ 9,500.00, payable as follows, to-wit:
 of this agreement, the receipt of which is hereby acknowledged: \$ 2,000.00 at the time of the execution
 per annum from January 15, 1979, \$ 7,500.00 with interest at the rate of 9½ %
 month, inclusive of interest, the first installment to be paid on the 1st day of February
 1979, and a further installment on the 1st day of every month thereafter until the full balance and interest
 are paid. All or any portion may be prepaid at any time without penalty.
 The above-described property is sold in an AS IS condition.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~XXXXX~~
 at Klamath Falls,
 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 \$ full insurable value with loss payable to the parties as their respective interests may appear, said
 policy or policies of insurance to be held by vendees, copy to vendor, 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

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 not cut
 or remove any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said
 property January 15, 1979.

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 above stated,

which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum
 of \$9,500.00 covering said real property,
 together with one of these agreements in escrow at the Klamath County Title Company,
 at Klamath Falls, Oregon

79 JAN 25 PM 3 03

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said 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.

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 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 the 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 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 or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision 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.

Return to
KTC

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

June A. Smirnov
Frank S. Patterson
Danni Jakubowski

Patricia Wilson
Conservator for Minnie J. Walker,
Guardianship No. 78-83

STATE OF OREGON }
County of Klamath } ss.

January 15, 1979

Personally appeared the above named Patricia Wilson

and acknowledged the foregoing instrument to be her act and deed, as Conservator aforesaid.

Before me: Donald R. Crane
Notary Public for Oregon

My commission expires: 6-18-82

Until a change is requested, all tax statements shall be sent to the following name and address:

I. V. Smirnov
2460 Patterson
Klamath Falls, Oregon
97601

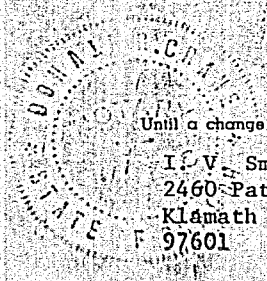
State of Oregon, County of _____
I certify that the within instrument was received for record on the _____ day
of _____ 19____ at _____ o'clock _____ m and recorded in book _____
on page _____ Record of Deeds of said County.

Witness My Hand and Seal of County Affixed.

County Clerk - Recorder

Deputy

From the office of
CRANE & BAILEY
540 Main Street
First Federal Bldg.,
Klamath Falls, Oregon



County of Klamath } ss.

BE IT REMEMBERED, That on this 15th day of January, 19 79, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named I. V. Smirnov and Irene Smirnov, husband and wife; and Frank Jakubowski and Danni Jakubowski, husband and wife,

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

Donald R. Crum

Notary Public for Oregon.

My Commission expires 6-18-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

this 25th day of January A. D. 19 79 at 3:03 clock PM. on

File recorded in Vol. M79, of Deeds on Page 2176

Wm D. MILNE, County Clerk

By Bernetha J. Delich

Fee \$9.00