or nestrodica in form smissourcy is and eacrow holder learnestay and hol This Agreement, made and entered into this 20th day of February 19 79 by and between LOWELL Died SKELTON, sebasy yet finish by seen of had bed proposed of amongs on his section limit solded ways a hereinafter called the vendor, and JOANNE BISHOP and the property of the contract hereingifer called the vendee.

The property of the control of the relatively been out referritions are enabled bisages that has <u> ga lindo par</u> dia mini**n**alaga **a**n any diferandono ang ang union a ang al bar Bion bus two two of the total of the second of two of the second Wender a cagrees what of sell to the wender and the wender agrees to buy from the wender all of the following described property situate in Klamath County, State of Oregon, to-wit: the trade of the A treat at the trade and enteresting the decimation of testing a second trade of the seco tel to larg general tel destrictionance all astronomers to endrove to augit you tending this focusions and it is fixed gifting a Lot 50, Block 32, KLAMATH FALLS FOREST ESTATES HIGHWAY 66 UNIT, PLAT NO. 2, in the County of Klamath, State of Oregon. have est in been described togeth star, a til one species; on somewhat him SUBJECT TO: An undivided 1/2 interest in mineral rights as reserved in deed recorded September 2, 1933 in Book 101 at page 384, Deed Records of Klamath County, Oregon (affects Sections 4, 15, 14, 22, 23, Twp. 38 S., R. 11, E.W.M.); Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded Hade to not meplat of Klamath, Falls, Forest, Estates, Highway, 66; Unit Plat makes where on year a a No. 2; Easements, and rights of way of record and those ap-Head motorcoparent, on, the land wif dany, in is stored guide cone you to taking a set or hiel ad accord and is In constraint this anticars, it is understood that weader as the wender may be more thus one percent that if the crolest a coorses the stequier prenam shall be triben to mean and include the plural, the nucleuline, the leminine, and the neutral and they explainly all estimated abandes shall be made, are under and inabled to make the prevalent hereof apply equally at and for a price of \$ 2,000.00 . payable as follows, to-will:

The form stand adding and samps and season and season and season bear form for form for form and form the season self. bleebivibal or how theirsteens of мартви <mark>бло</mark> поставирноби уписиция ислаей винутенну \$ 250.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 1,750.00 with interest at the rate of 10 % per connum from February 20, 1979 payable in installments of not less than \$ 35.00 month , in clusive of interest, the first installment to be paid on the 15th day of March 1979, and a further installment on the 15th day of every month thereafter until the full balance and interest In the event of a pre-payment, the amount of the pre-payment shall apply toward the final payment and not the next following payment. In the event of a sale of the premises by the vendee, the full balance, principal and interest, shall become due and payable. to make said payments promptly on the dates above named to the order of the vendor, XXXX MINIMUM of the Klamath First Federal Savings and Loan Association, 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 **МИКХИХИМИКИКИМИККИХИХИМИ** that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances L. Loyell D. beck book no ...... tild ... od at toamment gaterood advisor y versa.

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 immediately. takmpan bob binance (at

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, Since of Agrana, County of XI rought Ir

1 waits that the within increment was received for execut on the \$\frac{1 \in \tau}{479} \displays of March 1972 at \$\frac{10:20 \text{clock}\hat{\lambda}}{10:and recorded in book \$\frac{179}{479}\$ or which \$\frac{1527}{4522}\$ Record of Breds of end County.

which vendee assumes, and will place said deed and purchaser's policy of title insurance in sum of \$2,000.00, together with one of these agreements in escrow at the Klamath First Federal Savings and Loan Association

of Klamath Falls,

at Klamath Falls, Oregon

written escrow instruction in form satisfactory to said escrow holder, instructing said holder that with if evended 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.

ALON LA DE HI HEER E 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 wendor 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 watver 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, administr	ators and assigns.
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17.54 <b>/ 5</b> 4 / 12 / 13 / 13 / 13 / 13 / 13 / 13 / 13	My commission expires:
Until a change is requested, all t	ax statements shall be sent to the following name and address:
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Cra Joanne Bishop, 1233	Wiard, Klamath Falls, Oregon 97601
and the second s	State of Oregon, County of Klamath
	I certify that the within instrument was received for record on thelst_day
00/1	of March 19 79 at 10:20 clock m and recorded in book M79
Λ <sub>4,Λ</sub> (0, '	on page 4521 Record of Deeds of said County.
From the office of	
WILLIAM L. SISEMORE	to vollog a toaniotus Witness My Hand and Seal of County Affixed.
Attorney at Law	
First:Federal Bldg. Lynn (1902) vol. 1 540 Main Street	issabed tenin deam two.D. Milne

Klamath Falls, Ore.

County Clerk - Recorder

Deputy