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This Agreement, made and entered into this 6th day of November, 1978 by and between THE YOCKEY FAMILY TRUST, hereinafter called the vendor, and EUGENE A. GRENACHE and BONNY F. GRENACHE, 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 2, Block 1, Tract 1091, LYNNEWOOD,

SUBJECT TO AND EXCEPTING:

(1) Regulations, including levies, liens and utility assessments of the City of Klamath Falls, Oregon; (2) Set-back provisions as delineated on the recorded plat of Lynnewood 20 feet from the front line; (3) Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on recorded plat of Lynnewood; (4) Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof, recorded July 20, 1973, in M-73, page 9383, as amended by instrument recorded June 9, 1976, in M-76, page 8487 of Klamath County, Oregon Records; (5) Easements and rights of way of record or apparent on the land,

at and for a price of $ 17,500.00, payable as follows, to-wit:

$ 7500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; $ 10,000.00 with interest at the rate of 9 % per annum from February, 1979, payable in installments of not less than $ 100.00 per month, in clusive of interest, the first installment to be paid on the 1st day of March 19 79 and a further installment on the 1st day of every month thereafter until the full balance xxxxxxxx to and including February, 1983, with the then remaining balance of principal and interest to be paid in full on or before March 1st, 1984.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, xxxxxxxxxxxxxxxxxxxx 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 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, with 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 be entitled to the possession of said property on or before February 1, 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 set forth,

which vendee assumes, and will place said deed, together with title insurance policy covering said real property, 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.

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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 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 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.

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

THE YOCKEY FAMILY TRUST

BY Harry Yockey
Trustee (Vendor)

Bonny F. Grenache
Vendees

Dated May 19, 1972

STATE OF California)
County of Santa Barbara SS February 15, 1979

Personally appeared Harry Yockey and acknowledged he is the duly appointed Trustee of the Yockey Family Trust and that he executed said instrument in such capacity and is acting under his right and authority under the terms of said trust. Before me:

OFFICIAL SEAL
LORETTA M. BROCK
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SANTA BARBARA COUNTY
My Commission Expires December 11, 1981

Notary Public for
My Commission expires: 12-11-81

STATE OF ~~OREGON~~ CALIFORNIA,
County of ~~Klamath~~ Sonoma

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 18th *day of* January ~~February~~, 19 79, *before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named* EUGENE A. GRENACHE and BONNY F. GRENACHE, husband and wife,

known to me to be the identical individual s 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.

JOHN J. VUERTHNER
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SONOMA COUNTY
My Commission Expires Nov. 14, 1981

Notary Public for ~~Oregon~~ CALIFORNIA
My Commission expires 11-14-81

After Recording Return to: T.A. Marlene

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 7th day of March A.D., 19 79 at 3:21 o'clock P M., and duly recorded in Vol M79, of Deeds on Page 5224.

WM. D. MILNE, County Clerk
By Bernetha Shelrich Deputy

FEE $6.00