

63817

**This Agreement,**

made and entered into this 1st

day of March

Vol. 79

Page 5520

1979 by and between

**BRANDSNESS ENTERPRISES, INC.,** an Oregon corporation  
hereinafter called the vendor, and  
**TOM POWLEY, ELDON POWLEY, STEVE POWLEY,**  
hereinafter called the vendee.

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: The Northerly 35 feet of Lot 5 of Block 46 of FIRST ADDITION TO KLAMATH FALLS, Klamath County, Oregon

WITNESSETH

at and for a price of \$ 25,000.00 payable as follows: to-wit: \$ 5,000.00 at the time of the execution of this agreement, and the balance of \$ 20,000.00 with interest at the rate of 10 % per annum from March 1, 1979, payable in installments of not less than \$ 214.93 per month, inclusive of interest, the first installment to be paid on the 10th day of April 1979, and a further installment on the 10th day of every month thereafter until the full balance and interest are paid. Vendees shall pay all taxes and insurance when due. However, in the event Vendees do not pay said taxes and insurance, Vendor may, at its option, pay said taxes and insurance and add them back to the principal of this contract, said amounts so added to bear interest at the rate provided herein.

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 Brandsness Enterprises, Inc., 522 Addison,

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 Vendees 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 March 1, 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 March 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 set forth in said Warranty Deed.

which vendee assumes, and will place said deed

together with one of these agreements at the office of Vendor

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.

63 MAR 12 AM 3 43

ck 912

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 and agreed by the parties hereto that there is a certain Mortgage upon the above-described property dated February 13, 1976, wherein Brandsness Enterprises, Inc., is Mortgagor and Earl K. Allison and Irene M. Allison, husband and wife, are Mortgagees, which Mortgage shall be the sole responsibility of Vendors and Vendors shall hold Vendees harmless thereon.

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

BRANDSNESS ENTERPRISES, INC.  
an Oregon corporation

By: *[Signature]*

*[Signature]*

*[Signature]*

*[Signature]*

VANDENBERG AND BRANDSNESS

ATTORNEYS AT LAW

411 PINE STREET, Klamath Falls, Oregon 97601

KLAMATH FALLS, OREGON, 97601

TELEPHONE 503/882-5501

STATE OF OREGON )  
 ) ss. March 1, 1979.  
 County of Klamath )

Personally appeared WILLIAM P. BRANDSNESS, who, being duly sworn did say that he is the President, and SHARON D. BRANDSNESS, who, being duly sworn, did say that she is the Secretary of Brandsness Enterprises, Inc., and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act. Before me:

*William P. Brandsness*  
 Notary Public for Oregon  
 My Commission expires: 9/16/81

STATE OF OREGON )  
 ) ss. March 1, 1979.  
 County of Klamath )

Personally appeared the above-named TOM POWLEY, ELDON POWLEY and STEVE POWLEY, and acknowledged the foregoing instrument to be their voluntary act. Before me:

*William P. Brandsness*  
 Notary Public for Oregon  
 My Commission expires: 9/16/81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of William P. Brandsness  
 this 12th day of March A. D. 1979 at 9:43 clock A. M., and  
 duly recorded in Vol. M79, of Deeds on Page 5520

Wm D. MILNE, County Clerk

Fee \$9.00

By *Bernetha B. Hellock*

RET TO:  
 William P. Brandsness  
 411 Pine Street  
 Klamath Falls, Oregon 97601