

This Agreement, made and entered into this 5th day of April, 1979, by and between CHARLES R. SHIPMAN and WANDA LEE SHIPMAN, husband and wife, hereinafter called the vendor, and

JAMES M. TEPPER and GLENDA M. TEPPER, 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 situated in Klamath County, State of Oregon, to-wit:

A portion of the SW 1/4 Northwest 1/4 of Sec. 12, Twp. 39 S. R. 8 E.W.M., more particularly described as follows:

Beginning at a point which lies South 1348.93 feet from the Northwest corner of the NW 1/4 NW 1/4 of Sec. 12, Twp. 39 S. R. 8 E.W.M., thence South 890.00'26" East 384.34 feet; thence South 1003.00 feet to a point; thence North 720'14" West 70.34 feet to a point; thence South 400'37" North boundary of a tract of land deeded to the State of Oregon by and through its State Highway Commission; thence in a Westerly and North-westerly direction to the Westerly line of the SW 1/4 NW 1/4; thence North to the point of beginning;

SUBJECT TO Regulations, including liens, assessments, rights of way and easements of the Westside Sanitary District; Easement in favor of the California Oregon Power Company, recorded Dec. 26, 1940, in Book 134, page 215; easement in favor of Charles E. Martin et ux, recorded July 23, 1946 in Book 192, page 445; easement in favor of The California Oregon Power Company, recorded March 23, 1950, in Book 237, page 488, and any other easements or rights of way the land is subject to, as shown on the record or apparent on

at and for a price of \$30,000.00, payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged, \$ 3000.00 at the time of the execution of this agreement, and the balance of \$ 27,000.00 with interest at the rate of 9 3/4% per annum from date hereof payable in installments of not less than \$125.00 per

month, inclusive of interest, the first installment to be paid on the 5th day of May 1979 and a further installment on the 5th day of every month thereafter.

to and including the month of April, 1980: \$250.00 per month inclusive of interest on May 5, 1980 and \$250.00 inclusive of interest on the 5th day of each month thereafter until the full balance and interest are paid. It is agreed between the parties hereto that said first year's monthly payments are insufficient to pay interest accruing to date of each payment, and that the unpaid accrued interest at date of commencement of monthly payments of \$250.00 shall be added to the unpaid contract balance.

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 Mountain Title Company

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 vendee 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 date of closing of this transaction.

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 those shown above,

JOHN CHRISTENSEN, Notary Public

Witness my hand and seal this 5th day of April, 1979.

which vendee assumes, and will place said deed, together with title insurance policy,

together with one of these agreements in escrow at the Mountain Title Company,

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.

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.

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

James M. Tepper
Glenda M. Tepper

Charles R. Shipman
Wanda Lee Shipman

STATE OF OREGON)
County of Klamath) SS April 5, 1979

Personally appeared the above named CHARLES R. SHIPMAN and WANDA LEE SHIPMAN, husband and wife, and JAMES M. TEPPER and GLENDA M. TEPPER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Notary Public for Oregon
My Commission expires: 2/14/81

Send Tax statements to:
Mr. and Mrs. James M. Tepper
5510 Valley View Lane
Klamath Falls, OR 97601

WILLIAM P. BRANDSNESS
ATTORNEY AT LAW
411 PINE STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE 503/882-6616

After recording return to:
Transamerica Title Insurance Co.
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 6th day of April A.D., 19 79 at 10:48 o'clock A M., and duly recorded in Vol. M79 of Deeds on Page 7592.

FEE \$6.00

WM. D. MILNE, County Clerk
By Bernice A. Hetch Deputy