

38-18190-3

65532

Vol. 19 Page 8316

This Agreement, made and entered into this 16th day of April, 1979 by and between

EDWARD A. MEDINA and ROSE MARIE MEDINA
hereinafter called the vendor, andTHEODORE E. MILLER and PAULA E. MILLER
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:

The East 100.5 feet of the W½ of Tract No. 66, FAIR ACRES
SUBDIVISION NO. 1, in the County of Klamath, State of OregonSUBJECT TO: Reservations, restrictions, rights of way and easements of record
and those apparent on the land; andTrust Deed including the terms and provisions thereof, with
interest thereon and such future advances as may be provided
therein, given to secure the payment of \$44,000, dated the
30th day of March 1978, recorded March 30, 1978, in Book M-78,
page 6045, wherein Edward A. Medina and Rose Marie Medina appear
as Trustors, William Sisemore appears as Trustee and Klamath
First Federal Savings & Loan Association appears as Beneficiary,
which Trust Deed Vendors agree to pay in accordance with the terms
thereof.at and for a price of \$ 78,000.00, payable as follows, to-wit: The sum of \$800.00 which has
heretofore been paid, the receipt of which is hereby acknowledged,

\$ 7,200.00 at the time of the execution
of this agreement, the receipt of which is hereby acknowledged; \$ 70,000.00 with interest at the rate of 9 5/8 %
per annum from date hereof payable in installments of not less than \$ 722.00 per
month, inclusive of interest, the first installment to be paid on the 16th day of May
1979 and a further installment on the 16th day of every month thereafter until the full balance of principal and
interest shall be paid in full on or before the 10th day of April,
1982.

Vendee S agrees to make said payments promptly on the dates above named to the order of the vendor, or the
survivors of them, at the South Valley State Bank, 5215 South Sixth St., Klamath Falls,
Oregon,

and 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 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 April 10, 1979, or upon closing,

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 reservations,
restrictions, rights of way and easements of record and those apparent
on the land, and to the above-mentioned Trust Deed,

which said deed shall be recorded and will place said deed

together with one of these agreements in escrow at the South Valley State Bank, 5215 South Sixth,
Klamath Falls.

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. 8317

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 revert 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 hereto, the day and year first hereinabove written.

Edward A. Medina
Rose Marie Medina
Theodore E. Miller
Paula E. Miller

STATE OF OREGON,

County of Klamath

ss.

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

BE IT REMEMBERED, That on this 16th day of April, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Edward A. Medina and Rose Marie Medina, and Theodore E. Miller and Paula E. Miller

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.

Nancy Smith
Notary Public for Oregon.
My Commission expires February 28, 1982

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 16th day of April A.D., 1979 at 4:28 o'clock P.M., and duly recorded in Vol. 179 of Deeds on Page 8316.

FEE \$6.00

WM. D. MILNE, County Clerk

By *Bernetha Shelsch* Deputy