A.	38-19137-2 66358 Vol. 99 Page Vol. 99 Page Vol. 1979 by and between
	BARRY A. RUDD and MARY ANN RUDD, nusband and will,
	hereinafter called the vendor, and PATRICK C. WHEELER, PATRICK C. WHEELER, PATRICK C. WHEELER,
	na sana tanàna dia taona dia 2004 604 m. Kaominina dia 40000000 mila dia 4000000000000000000000000000000000000
	en la servicia de la contra de la WITNESSETH
	WITNESSETH Vendor S agrees to cell to the vendse and the vendse agrees to buy from the vendor S all of the
	following described property situate in Klamath County, state of Creace, to king
	The E4NW4NW4 of Section 32, Township 37 South, Range 11 East of the Willamette Meridian, in the County of Klamath, State of Oregon
	ter série e serie de la série processe recentre recent e training a la série de la serie de la série de la séri Composition de la serie de la serie presentation de la serie présentation de la serie de la serie de la série d Composition de la serie de la série de la série de la serie de la serie de la serie de la serie de la série de l
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	ta esta a constructionen en esta a constructionen de seconder de la construction de la construction de la const A seconder de la construction en esta de la construction de la construction de la construction de la construction A seconder de la construction de la
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с. Г	De la bestal ad la constante participation de la constante de
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	A set in the set of the security of the sec
AN AFR	of this agreement, the receipt of which is hereby acknowledged; \$ 6,500.00 with interest at the rate of 9_{2} % per annum from date of contract payable in installments of not less than \$ 75.00 per month . in clusive of interest, the first installment to be paid on the 10 th day of M_{10} and a further installment on the 10 th day of every MOnth the full balance and interest
¢	are paid.
	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 Klamath First Federal Savings & Loan Association. at Klamath Falle
1. fram	Oregon: to keep sold property at all times in as good condition as the same new are, that no improvement new on or which may hereafter be placed on sold property shall be removed or destroyed before the entire purchase price has been paid an against loss or damage by fire in a cum may hereafter be placed on sold property shall be removed or destroyed before the entire purchase price has been paid an against loss or damage by fire in a cum may hereafter be placed on sold property shall be removed by vendor against loss or damage by fire in a cum may hereafter be here insured in companies approved by vendor against loss or damage by fire in a cum may hereafter be policies of insurance to be held n/a that vendee shall pay regular that vendee shall pay regular and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrance of whatsoever nature and kind. Taxes to be prorated as of date of contract.
	and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges incumbrances whatscever having precedence over rights of the vendor in and to said property. Vendee shall be entitled the possession of said property as of date of contract.
	Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as set for t
	tes simple title to but property and the
	in said Warranty Deed.
	in said Warranty Deed.
	and will place exid deed

at Klamath Falls, Oregon, and shall enter into which establiinstruction 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. The star busiders that where this start and the

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Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of neces In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and In the event vences shall tail to make the payments atoresaid, 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 revenue stamps from final payments made hereunder. at the times above specified, or tail to keep any of the other terms or conditions of this agreement, time of payment and stict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To

strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To inreclose this contract by strict foreclosure in equity; (2) to declare the tull unpaid balance immediately due and payable; (2) To constitution of the sentence of icreciose this contract by strict toreclosure in equity; (2) to declare the full unpaid balance immediately due and payable; (3) To specifically, enforce the terms of this agreement, by sull in equity; (4) To declare this contract null and vold, and in any of much cases, errors, errors, errors, errors, errors, the constituent errors, this errors, the errors, the errors, and the error of the errors of the (3) To specifically, enforce the terms of this agreement, by suit in equity: (4) to declare this contract null, and vota, and in any of such cases, except exercise of the right to specifically enforce this agreement, by suit in equity, all the right and inany of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right mad in-terest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and terest hereby created or then existing in tavor at vendee derived under this agreement shall utterly cease and determine, and the premises accessed shall revert and revest in vendor without any declaration of forfeiture or act of reentry, and without any

the premises aloresaid shall revert and revest in vendor without any declaration of totellure 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 pur-Should vendee, while in detault, permit the premises to become vacant. Vendor may take possession of same for the pur-pose 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 sult or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees And in case suit or action is instituted to toreclose 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 attionney's the effective device the effective to be effective.

to pay reasonable cost of tille report and nue search and such sum as ne that court may adjudge reasonable as attorney's fields 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 reacted further areas to be allowed by a state of the reaction of the reacted by the state of the state of the reacted by the state of the reacted by the state of the st tees 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 Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall Vendee turther agrees that tailure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affect vendor's right bereunder to enforce the same, nor shall any waiver by vendor of such breach of any proin no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any pro-vision 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 in construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context requires the singular pronoun shall be taken to mean and include the plual, the masculine, the feminine, and the neuter,

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

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their WITNESS the hands of the parties the day and year first hereinabove to corporations and to individuals.

respective heirs, executors, administrators and assigns.

written.

STATE OF OREGON

, 1979. Personally appeared the above-named BARRY A. RUDD and MARY ANN RUDD, husband and wife, and acknowledged the foregoing instrument to be their

County of Vacture nuspand and will, and using voluntary act. Before me:

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Notdry Public for Oregon My Commission expires: 9.13.22 FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

ol_____

\$6.00

19 79,

named _____PATRICK__C___WHEELER_,

named FAIRLON FAIRLON

By Dernethe Speloch Deputy

STATE OF OREGON; CONTACT KLAMATH; SS. I hereby certify that the within instrument was received and filed for record on the <u>30th</u> day of <u>April</u> A.D., 19<u>79</u> at <u>10:25</u> o'clock <u>A</u>M., and duly recorded in Vol.<u>479</u>

on Page _____9687

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Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary In the event vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and 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 state anti-content of the strict strict of the strict 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 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 practicelly assess the terms of this agreement by with the partition of th 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 The structure structure of the watch to continue the structure while supressed to the structure of the structu (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 inany of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and in-terest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease and determine, and terest 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 the premises atoresaid 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 uner our by venuer to be performed and wintour any right of venues or recampande or performed 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, Vender may take possession of same for the pur-Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the pur-pose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by year or protecting and preserving me property and me security misses, mesen, and in me even And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereot, vendee agrees to pay reasonable cost of tille report and tille search and such sum as the trial court may adjudge reasonable as attorney's fore to be allowed abattle to cald with an action and if an annual is the trian and induced to a solution of the trian and induced at the trian and the search and such sum as the trian and the search and such as a solution of the trian and the search to pay reasonable cost of tille 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 reader further receiver to now such sum as the available and the second formation of iees 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 Verdee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall Vendee turther agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall in no way affield vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any proin no way diject vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any pro-vision 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 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 plucal, the masculine, the feminine, and the neuter, 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 This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their WITNESS the hands of the parties the day and year first hereinabove to corporations and to individuals. respective heirs, executors, administrators and assigns. written. 10 Heele , 1979. Personally appeared the above-named BARRY A. RUDD and MARY ANN RUDD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me: 24 STATE OF OREGON County of Wather My Commission expires: 9.13.82 LI VUM Notiry. My Comm FORM NO. 23 — ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, ORE. STATE OF OREGON, 19 79, BE IT REMEMBERED, That on this day of , , 19 13, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within parted PATRICK C WHEFTER known to me to be the identicate individual described in and who executed the within instrument and known to me to be the identicate individual described in and who executed the within instrument and known to me to be the identicate individual described in and who executed the within instrument and carecuted 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. named _____PATRICK_CA___NHEELER.,_____ LAN CENT STATE OF UREGON; COUNTER OF KLAMATH; SS. I hereby certify that the within instrument was received and filed for record on the <u>30th</u> day of <u>April</u> A.D., 19 79 at 10:25 WM. Dy MILNE, Counjey Clerk, _____on Page ____9687 By Dernetha Meloch Deputy ol.____Deeds \$6.00 FEE -