38-19042-N 59240 This Agreement, made and entered into this 18th day of June 199 by and between FRED G. BISHOP and ANNE M. BISHOP, husband and wife, bareinative called the vendor, and PAUL A. MONTGOMERY, bareinative called the vendoe into victuation to super reduction and wife of the second state of the vendoe vendoe into the vendoe into the vendoe of the vendoe vendoe into the vendoe of the vendoe

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ind adBeginning at the most Westerly corner of Lot 6; thence Southind adeasterly along the Fine between Lots 6 and 7, 100 feet to the most Southerly corner of Lot 6 a distance of 6.36 feet; the Southeasterly line of Lot 6 a distance of 6.36 feet; yent thence Northwesterly 100 feet, more or less to the place into 10 fibeginning and 1 being in the City of Klamath Falls. we are even a distance a distance and an and a set of the start and and a set event a distance of start and the start and the set of the start and the start

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of this agreement, the receipt of which is hereby acknowledged; \$16,900.00 with interest at the rate of  $9\frac{1}{2}$  % per annum from date of Contract provide in installments of not less than \$161.88 per month, in clusive of interest, the first installment to be paid on the 760 day of July

terretai bas esanded lutivativative and indificient to variable of the data in the intervention of the second of t

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 vondor against loss or damage by fire in a sum not less thanks full ins. value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendors copy to Vendee 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 date of closing.

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 July 1, 1979.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a foe simple title to said property free and clear as efficient date of all incumbrances whatseever, except as set for th in said Warranty Deed.

which vendee assumes, and will place said deed

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together with one of these agreements in escrew at the South Valley State Bank; Constant and the south of the

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.

## **u**tati elles 64 years neowied has yd 291. day of June

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## **NASCO** the resulting made and entered into this

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. ine ...... Vaninoas

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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; suil 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 aloresaid 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 sociality 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 for the foregoing rights of the total and

And in case sult or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vondae agrees to pay reasonable (cost of tule report and the search and such such such the trial court may adjudge reasonable as attornoy's fees to be allowed plaintiff in said suit of action, and if an upped 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 copped.

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 har 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 sto. corporations) and 0 to sindividuals. 00.000 , 3

corporations) and to analytautus.  $10^{-10}$  spir chips is isomorphic to the benefit of, as the circumstances may require the parties hereto and their  $0.0 \cdot 10^{-1}$  is an and inner to the benefit of, as the circumstances may require the parties hereto and their  $0.0 \cdot 10^{-1}$  is an and solution below the benefit of, as the circumstances may require the parties hereto and their  $0.0 \cdot 10^{-1}$  is an and the require to the benefit of as the circumstances may require the parties hereto and their  $0.0 \cdot 10^{-1}$  is an and the requirement of the parties of the parti as Too TIUI I fami and the latentitizer is an star and the second of the second is a second in the second is a second in the second is a s

ditano testor Itacisatunderstood by othe parties where to that neither this contract nor any interest in such contract, or in the above-described property, shall be assigned, conveyed, or transferred in any manner whatsoever, directly or indirectly, by the Vendee without the written consent of the Vendors, nr may possession or control of the premises or any part thereof or interest therein be transferred by the Vendee without the familiewritten consent of Vendors., and Vendors shall not unreasonably withhold FTB / ab manues to make sold pryments promptly on the dates above named to the order transmoster B83 (Continued on Page 3 attached) and othic vollay disor in a model of the state

Creque, to beep said property or of these to or need condition as the rome now and that no improvement now on or which any intrulier he placed as which property shell be removed or destroyed balance the antire purchase prise has been paid and that said property will be kept insured in companies approved by wonder and property will be kept insured in a construction to teas through full ims. waltee with loss payable to the pattles as their respective biteres any appear, and policy or policies of insecures to be hold Vendors copy to Vendee viminger and finds exhave regularly and sequentity and before the same shall become subject to inferent charges, all taxes, assessments, liens and intumbrances at whethever natural and , Taxes to be prorated as of date of closing.

and agrees not to suffer or pointh may pair of gald preparty to beer no subject to any taxes, assessments, llons, charges or er believe whereas whereas proceedence over rights of the vender in and to each property. Vendee and he emilied the pressure of and the ny as of July 1, 1979.

Veeder will an the executer hered make and averus in fever of verder good and sufficient warranty deed conveying a (1) (Witness) the hands of the parties, the days and years first berein swittien reals has estimated the an office of all s facts and in said Warranty Deed.

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KLAMATH: FALLES OREGON, 197,60 todt tabled worden blos pationitant, tobled worden of yntersholde mint at mutratical puid the hebrace of the partition price in accordance with the terms and conditions of this contocc-seek cocvaronation solver said managements to verifyer, but that in case of default by vendoe and radiow holder aball on demand, surrender

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Contract of Sale Page 3

It is understood and agreed between the parties hereto that there are certain Contract of Sales upon the above-described property, to-wit:

- Unrecorded contract, dated January 21, 1970 between Rose Schnabel, as Vendor, and Donald D. Alt, Vendee. The Vendors interest therein now held by John J. Cassata, Bishop of the Fort Worth Diocese of the Roman Catholic Church, by M-72 at page 1351, Microfilm Records 1.
- Contract of Sale dated March 27, 1973 between Donald Alt as Seller and Charles L. Stevenson and Clovis V. Stevenson, as Buyers (Said contract of sale being unrecorded) 2.
- Memorandum of Contract dated December 30, 1977, recorded January 5, 1978 in Book M-78 age page 254, between Charles L. Stevenson and Clovis V. Stevenson, husband 3. and wife as Vendors and Fred G. Bishop and Anne M. Bishop, husband and wife, as Vendees.

It is further agreed by the parties that Vendee herein shall be held harmless from any obligation on the above-described contracts of sale.

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

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STATE OF OREGON

County of Klamath )

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Personally appeared the above-named FRED G. BISHOP and ANNE M. BISHOP; husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

ss. June 18\_\_\_\_, 1979.

Notary Bublic for Oregon My Commission expires: <u>2-20-8</u>/2

June 19, 1979.

STATE OF ( County of Klamath

Personally appeared the above-named PAUL A. MONTGOMERY and acknowledged the foregoing instrument to be his voluntary act. Before me:

ss.

Notary Public for <u>Marker</u> My Commission expires: <u>2-20-E2</u>

. (11<sup>-14</sup> Return to TA NANcy

STATE OF OREGON: COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 19th day of \_A.D., 19<u>79</u> at <u>3:45</u> o'clock\_\_\_\_P\_\_\_M., and duly recorded in Vol\_\_ 179 <u>lune</u> Deeds 14414 of\_ .on Page\_

WM. DOMILNE, County Clerk By Flernetha \_\A Letoch Denuty