This Agreement, made and entered into this 2nd day of July , 19 79 by and betwee MICHAEL DENNIS BRAGG and DEBORAH ANNE BRAGG, husband and wife, hereinafter called the vendor, and JR. istalistef, slicht stratigen bal er fi tigmen strasser

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Vol. 19 Page 15575

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BRUCE R. VOSS and PENNY M. VOSS, husband and wife, a Ha hereinstier called the verdee. A latt to another to the interest dis. add to your cost of bas to interest of an addition of the second states and the seco in in and a soul he for following rates in the n a d d k b naardeen odt ma en sie biere presa anser, biere, biere ladityre him out gehintennit and an in ou WITNESSETH yiopa no energiante nel s'aragante nel sectore. 11 Vendors agrees to sell to the vendes and the vendes to buy from the vendor scall of the following described property situate in Klamath County, State of Oregon, to-wit: eren binder seinen an ereine bin in er ab ereine die erein auf de er alle arreanere iner in ereine und derenter Value and Stor 4, Block 5, PLEASANT VIEW TRACTS, EXCEPTING THEREFROM any portion lying within the boundaries

of Fargo Street, in the County of Klamath, State For all comes of classic parale in present to present to second vender may while in eline , where the second prese of processory supervise the property and his security inflated the intend on the event proceession is so taken by

entite a visit of the second of the new window in the contract of the second of the second and the Art is even in a rain is called to local of the matrice of felce and of the properties lated, verdes appear a ventions as eldinnowner or tothe, may been told tell an out data have Kausen all ber heger all to tan a transmat your and to be value of the real of the real of the server of the real server of the real of decree of such and the vertice retries to the set out and an ine appailine court of all in index to control a set along the fore ye Just in dama

Vessie forther arrest that failure by vender at any time to require it formance by ve time for provident harof shall at and for a price of 325000x00 me 3 (regardle as follows, to with the taken of the rate of 00x00vision he set he set a te n waiver at our abseeting theory of any such between at a the provision theil

fauland and il multimetral indicate a same on your pedate on the relative tool becket as a site of the source o and set of one andotred all without the local ball online but as to be ball as the states, administed on the source of

so the second activity of the second second

per annum from date of contract prychole in instillments of not less than \$ 256.10 per month. inclusive of interest, the first installment to be paid on the and day of august 19,79 and a further, installment on the and day of every i month thereafter until the full balance and interest are paid. Vendees shall pay all taxes and insurance when due, in addition to the payments set forth herein. In the event Vendees do not pay said itaxes and insurance when due, Vendors may, at their option, pay said taxes and insurance and add them back to the principal of this contract by presentation of paid receipts to the escrow holder herein. Said amounts so added to bear interest at the rate provided herein. amounts so added to bear interest at the rate provided herein depoint Vendee , agrees to make said payments promptly on the dates above named to the order, of the vendor, or the is aurvivors of them, at, they South Valley State Bank ; out it 2162

Contains 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 2 against loss of damage by fire in a sum not less than $x ext{ full ins. value}$ with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendors copy to 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 . Prorates to be 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 or 2

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 tof this date of all incumbrances whatsoever, except as set of this in said Warranty Deed.

which vendee assumes, and will place said dee

together with one of these agreements in escrow of the South Valley State Bank,

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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 that 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 vendes, but that in case of default by vendes said escrow holder shall, on demand, surrender eald instruments to vendor.

S111 setti sill, made and entered into this Escrow fees shall be deduc and D ted from the first payment HAMOA ITS AND SALES AND A CONTRACT A revenue stamps from final payments made hereunder. cost of necessary

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in an brian II. 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 tail 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 thet 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 revest in yendor 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 fand 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 exorcise 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 tille report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in sold 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 bereunder to enforce the same pror 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. 186

to corporations and to individuals. This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and it respective heirs, executors, administrators and assigns. I the distribution of the benefit o

and It is understood by the parties that there is a certain Contract of Sale dated January 29, 1975, wherein Theodore J. Paddock & Mary Paddock, are Vendors, Charles W. Wallace and Alice L: Wallace, are Vendees, which 77

contract was assigned by instrument dated July 2, 1976, recorded July 2, :-1976 in Book M-76, page 10130, to Harvey L. Blevins and Norma Janice Blevins Vendees interest is said contract assigned by instrument dated November 1, (1977; recorded November 3; 1977; tin Book M-77 page, 21187, to Michael Dennis Bragg and Deborah Anne Bragg, which Contract of Sale shall be the sole obligation of Vendors herein; and Vendors shall hold

Create a read and an an an an a sold or saile and the sail and sail of the second of the second of the which bar bar and and even methods of the parties the day and year first hereinabove written wroces was a company at situ og est daw with (i)) tey at (io) 117 17 this and and the second state of the state of the state of the second state an indeal and the test and the

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CKNOWLEDGMENT

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STATE OF OREGON.

Klamath County of

BE IT REMEMBERED, That on this day of 1979 before me, the undersigned, a Notary Public in BRUCE R. VOSS and PENNY and for y appeared the within named BRUCE R. V

11

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.

> Notary Public for Oregon. My Commission expirés a

15577 STATE OF CALIFORNIA June 25, 1979. ss. County of PUACER Personally appeared the above-named MICHAEL DENNIS BRAGG and DEBORAH ANNE BRAGG, husband and wife, and acknowledged the fore-going instrument to be their voluntary act. Before me: OFFICIAL SEAL LINDA M. HELLWIG Notary Public, Stats of California Principal Office in Los Angeles County My Commission Expires June 23, 1981 Linda M. Hellwig Notary Public for California My Commission expires: 6-23-88 All tax statements shall be sent to: Mr. and Mrs. Bruce R. Voss 2133 Ogden Street Klamath Falls, OR 97601 Return To; Julie Jarrett Transamerica Title 600 Main Street Klamath Falls, OR 97601 15.475 TATE OF OREGON; COUNTY OF KLAMATH; S. filed for record at request of <u>Transamerica Title Co.</u> mis 2nd day of July A. D. 1979 at 10: 57 clock A.M., and _____ on Page 15575 Vily recorded in Vol. M79 of ______ Wm D. MILNE, County Clerk BvDernecha Alsch Fee \$9.00 Page 3. CONTRACT OF SALE

17