This Agreement, made and entered into the 8 State day of June May , 1979 by and between MERLE F. BROWN, busing atomy and the area at add left the and a transferrer to a granter the the set of the state of the sta hereinafter called the vendor, and

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JAMES M. BROWN and JEAN BROWN, husband and wife, WARLED FL. DROWN HILL JEAN DROWN, HUSDallu HILL WILE; hereinoffer colled the vences. hereinoffer colled the vences. hereinoffer colled the vences. Vender 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 will i and a second back for grow whether the start is when it is at the two the two her two we will all a for some we wanted

Tract No. 71 of Pleasant Home Tracts No. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

"那些一般的是我们的事情。" Subject to: Liens and assessments of Klamath Project and Enterprise Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith; Any unpaid 100 charges or assessments of Enterprise Irrigation District; Reser-vations in Deed recorded November 1, 1943, in Deed Volume 159 at page 429, Records of Klamath County, Oregon; Easements and rights

it was to the find, if any; of record and those apparent on the land, if any; the bar of the ties many oil to sole if it is contracted as the same is same if it is each and is maken in each the site of band more its nee will be half produced that it diff all and your shakes will a space will be because at it because of producers of angaa an fur arainat all o i boorn all don flan abaint ann ara i a modot al fun an an i bouras ar a sir ar ar

and the community of the second second and the second of the back and it has a second duck a second duck back in at and for a price of \$ 40,000.00 to erestrates or a relativitation of 000.00 , payable as follows, to wit:

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\$ 10,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 30,000.00 with interest at the rate of 8 % per annum from May 5, 1979, payable in installments of not less than \$ 220.26 month . in clusive of interest, the first installment to be paid on the 5th day of June Det 1979, and a further installment on the 5th day of every month thereafter until the full balance and interest ore poid. Vendee may make additional payments or pay off the entire balance at any

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Vendee to make said payments promptly on the dates above named to the order of the vendor, &XXAX agrees MUNICONNECTION of the Klamath First Federal Savings and Loan Association,

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 may hereafter be placed on said property shall be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than sfull 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, 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 whatscever nature and kind and the second and reading of the second second second

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatscever having precedence over rights of the vendor in and to said property. Vendee shall not cut or remove any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said property May 5, 1979.

Vendor will on the execution hereof make, and execute in favorial vendee good and sufficient warranty deed conveying a fee simple title to said property tree and clear as of this date of all incumbrances whatsoever, except as above stated, Sup of Oceans. Co fab of Marine 1

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which vendee assumes, and will place add deed and purchasers' policy of title insurance in sum of together with one of these agreements in secrow of the Klamath First Federal Savings and Loan, Association,

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shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said h if evendee, shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, isoid 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.

But in case vendee shall fail to make the payments choresaid, or any of them, punctually and upon the suict 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: 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 the 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 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 it 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 suil or a tion is instituted to foreclose or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and tille search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as allomey's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision 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. TUIDO.CO

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

Merle F. Brown James on the sister answer transde the order of the vender, WVH

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and acknowledged the foregoing instrument to be her act and doed. wo fortaus in 27 Elliferreconer freet van in toetdan samme i 10 - 10 - 10 - 10 - 10 - 10 - 10 - 1 Fato al Before mer / AMACH Station shore and mill at believe a lista wat rev istate to sear not as thre to Notary Public for O My commission expires: Until a change is requested, all tax statements shall be sent to the following name and address: 10.1 James M. and Jean Brown, 614 Mt. Whitney, Klamath Falls, Oregon 97601.

경상되는 것 같은 지금도 모든 방법은 동물 영습에서 즐근했다.	동물 위에 가지 않는 것 같아.	· 철말의 가장 그는 것 같은 것 같은 것 같은 것은 사람들은 사람은 실험적을 실험하는 것 가 봐야요. 가 들었다. 관람을 통하는 것
		State of Oregon, County of <u>Klanath</u>
[19] 동요는 기술 관계의 관계에 통한		1 certify that the within instrument was received for record on the 2nd day
After Recording	of	July 19 79 at 2:44 clock Pm and recorded in book M79
Return to:	on	page 15635 Record of Deeds of said County.
rom the office of		record of Deeds of said County.
CRANE & BAILEY	i Besyahlar	Witness My Hand and Seal of County Affixed.
YAWE & BAILEY		Witness My Hand and Seal of County Affixed.
Attorneys, at Law		••••••••••••••••••••••••••••••••••••••
		County Clerk / Recorder
Clamath Falls, Oregon 9	7601	
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