

This Agreement, made and entered into this 17th day of Jul. 19 70 by and between  
Loren D. Londborg and Joan C. Londborg, husband and wife,

hereinafter called the vendor, and Dicksy Freeman and Nancy M. Freeman, mother and daughter, not  
as tenants in common but with right of survivorship,  
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:  
Lot 27 of Block 1 of BRYANT TRACTS, less the Easterly 75 feet of the Westerly 170 feet,  
and less the Westerly 95 feet,

Subject to acreage and use limitations under provisions of the United States Statutes  
and regulation issued thereunder; easements and rights of way of record or apparent on  
the land; contract and/or lien for irrigation and/or drainage; rules, regulations and  
assessments of South Suburban Sanitary District; reservations and restrictions of record,  
and to taxes for fiscal year commencing July 1, 1970, which are now a lien but are not  
yet payable,

(It is understood and agreed that there is a first mortgage on said premises from vendors  
to First Federal Savings and Loan Association of Klamath Falls, which is not assumed by  
vendees and which vendors agree to pay and perform according to its terms),

at and for a price of \$ 10,000.00

, payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged: \$ 1000.00 at the time of the execution  
per annum from July 23, 1970 \$ 9000.00 with interest at the rate of 7-1/2 %  
month in clusive of interest, the first installment to be paid on the 1st day of August  
19 70 and a further installment on the 1st day of every month thereafter until the full balance and interest  
are paid. Any part or all may be prepaid at any time.

~~Installment to said installments of \$88.00 per month, vendee agrees to pay, \$2.50 per month, as a refund to vendors for payments collected from vendees by above named mortgagee for South Suburban Sanitary District assessments. Said \$2.50 will, by the mortgage holder, be credited to vendors, and said \$2.50 will not be credited to the vendors.~~  
It is further agreed that said mortgagee collects from vendors amount due for taxes each month and pays said taxes. Upon presentation of receipt showing amount paid each year for taxes, said escrow holder will add the amount thereof to this contract.

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 First Federal Savings and Loan Association of Klamath Falls at Klamath Falls.

\*\*  
see  
reverse

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 hereinafter 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 3/insurable value with loss payable to the parties as their respective interests may appear, and  
policy or policies of insurance to be held by said mortgagee; 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 the rights of the vendor in and to said property. Vendee shall be entitled to  
the possession of said property July 23, 1970.

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 as above set forth,

which vendee assumes, and will place said deed, together with purchasers' policy of title insurance,

together with one of these agreements in escrow at the First Federal Savings and Loan Association of

at Klamath Falls, Oregon

Klamath Falls,

ck  
6/5/70

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said 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.

But in case 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 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 re-vest 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.

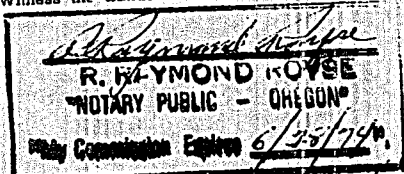
Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach 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.

\*\* It is further agreed that said mortgagee also collects monthly installments toward the payment of fire insurance premiums as they become due. Upon presentation to you of receipts showing payment of such premiums, you will add the amounts thereof to the unpaid balance hereunder.

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



Let: *Dicksey Freeman*  
 1866 Summers Lane  
 City

*Dicksey Freeman*  
*James C. Landberg*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Dicksey Freeman

this 9th day of July A. D. 19 79 at 2:51 o'clock P. M., an  
 July recorded in Vol. 179, of Deeds on Page 16128

From the office of  
 Ganong, Ganong & Gordon  
 Attorneys at Law  
 First Federal Bldg.  
 Klamath Falls, Ore.

Fee \$6.00

Wm D. MILNE, County Clerk  
*Benjamin Whitcomb*