Vol M 9Page16131

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This, Agreentest, made and entered into this 27th. In day of all October , 19. 71 by and between 70275 MICKEY DEAN CUMMINGS and ESTER LAND CUMMINGS; hus band and wife; but word drive about hereinofter colled the words, and may yed it had a teate a fell bid, ash now of she iter that we should be used in your abrev) et elsementes ting abreat langer t

bereinstfie colled the vendee with the fail as a start with ad a vit term of the failed as a start of the start with the failed as a start with the failed a and of priveled wit word lines from and WITNESSETH winnesserie winnesserie vendee Vendor, L. agrees to sell to the vendee winnesserie winnesse following described property situate in Klamath County, State of Oregon, to with a second a second a second a

arunaleli zula nevasi visani konu tu 🔤 🔤 u la santishir 🔀 esi sev 15 2 17 1 manusi me ing have here a private to the private of the second state of the private to be a private to be builded by the second state of the second second state of the second s Lot 19, except the South 80 feet thereof, in SURRISE PARK, and also except the East 2 feat of Lot 19, according to the official plat thereof on file in the records of Klamath County, Oregon.

Subject to: Liens and assessments of Klamath Project and the Klamath Irrigation District, and regulations, contracts, easements, water and irrigation, rights in connection therewith; Rules, regulations, liens a terror and assessments of South Suburban Sanitary District; Reservations and suco whit restrictions contained in the dedication of Sunrise Park; may charge and and the submit of the finds the publication of submit of the submit of th

linda lasiad heiriver, yes, lo sobres ye end i they samper of anni. yes in they share ender of any yes and the share and a second s era yan lo honaut daur lo tohav ya yan ya ana yan ana ant araa eri arabas et elanset tipt atabay, arbu yaw ta zi Head motorers edit to be a taken of the real date was to append any end to be a taken to any of the set taken of taken o

in consume this contract, it is uncerstood, that voudor of the condes may be then one hered, it is the constant terrer erigen erigen erigen og erigen erigen og belgni erigen erigen erigen og her i regen bergen erigen er

, payable as follows, to-wil: ried Encourse at the set of the s \$3,000.00 stornishing of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 16,000.00 with interest at the rate of 7 %

per annum from December 16, 1971, month in clusive of interest, the first installment to be paid on the 16th day of January 172 . and a further installment on the 16th day of every month thereafter until the full balance and interest ore prid. All or any portion may be prepaid without penalty.

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Vendee agrees to make said payments promptly on the dates above named to the order of the vendar, or the survivors of them. at the First [redards Savings and Loan Association of Klameth Falls, 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 against loss or damage by fire in a sum not that said property will be kept insufer in companies approved by venders as their respective interests may appear, said less than **full insurable value** with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by venders, Copy to vendors, 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

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AND AND AND AND 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 acid property December 16, 1971.

Vendor will on the execution hereof make and execute in jayou of yeadee good and sufficient warranty deed conveying a fee simple (the to said property free and clear as of this date of all incumbrances whatsoever, except as above stated,

WE ENTREME TOWN CTON

which vendee casumes, and will place and deed and purchasers' policy of title insurance in sum of together with one of these agreements in escrow at the First Federal Savings and Loan Association of \$19,000.00 covering said real property,

at Klamath Falls, Oregon

Klamath Falls,

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and shall enter into written escrow instruction in form satisfactory to said escrow holder instructing said holder that when, and f, 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 1.5 Laberta . I haven demand, surrender said instruments to vendor.

Entran Heat and A Stick . 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: 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 mult 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 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 onable cost of tille report and tille sourch and such sum as the trial court may adjudge reasonable as atloorney's fees to be allowed plaintiff in soid, 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 00.00,91 allo only a william to to corporations and to individuals. niw of wellon a sldryog .

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.

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

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From the office of Ganong, Ganong & Gordon Attorneys at. Law 32

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First Federal Bldg. Klamath Falls, Ore.

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