

70275

This Agreement, made and entered into this **27th** day of **October**, 19**71** by and between **MIKEY DEAN CUMMINGS and ESTER JANE CUMMINGS, husband and wife**, being and first party of the part, hereinafter called the vendor, and

Jerome N. Snoozy and CRA L. Snoozy, husband and wife, hereinafter called the vendee.

WITNESSETH that the said vendor and vendee have agreed to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lot 19, except the South 80 feet thereof, in SUNRISE PARK, and also except the East 2 feet 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 and assessments of South Suburban Sanitary District; Reservations and restrictions contained in the dedication of Sunrise Park;

at and for a price of \$ **19,000.00**

payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ **3,000.00** at the time of the execution
 per annum from **December 16, 1971**,
 month **in**clusive of interest, the first installment to be paid on the **16th** day of **January**
1972, and a further installment on the **16th** day of every month thereafter until the full balance and interest
 are paid. **All or any portion may be prepaid without penalty.**

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,

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 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 vendees, 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

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 **December 16, 1971.**

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 stated,**

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

Klamath Falls,

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 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 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.

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

Return to

Jerome N. Snoozy
4234 Bristol
L 70

Jerome N. Snoozy
Wm L. Snoozy
Mickey Dean
Ester Jane Cummings

STATE OF OREGON; COUNTY OF KLAMATH;

for record at request of Jerome Snoozy

July 1970 at 3:00 P. M.

July recorded in Vol 179 of Deeds on Page 16131

Fee \$6.00

Wm D. MILNE, County Clerk
By Bernice Shuch

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