

This Agreement, made and entered into this 10th day of September, 1969 by and between
ORA R. BOYD, a single woman,

hereinafter called the vendor, and
ELI SOUTH and JESSIE M. SOUTH, husband and wife,
 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 situated in Klamath County, State of Oregon, to-wit: **All of that portion of Lot 40, FAIR ACRES SUBDIVISION NO. 1 in SE 1/4 of Section 35, Township 38 South, Range 9 East of the Willamette Meridian described as follows:** Beginning at a point in the East line of said Lot 40, said point being the Southeast corner of a tract conveyed to Henry J. O'Brien and wife, by deed recorded July 9, 1957 in Book 293 at page 8, said point being 208.8 feet South of the Northeast corner of said Tract 40; thence South along the East line of said Tract 40 a distance of 70 feet; thence West 173 feet to a point that is East 140 feet from the West line of said Tract 40; thence South 20 feet; thence West 140 feet to the West line of said Tract 40; thence North 90 feet; thence East 313 feet to the point of beginning, **SAVE AND EXCEPTING 5 feet taken for Kane Street.**

SUBJECT TO: 1969-70 real property taxes which are now a lien but not yet payable; Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder; Contract and/or lien for irrigation and/or drainage; Rules, regulations, liens and assessments of South Suburban Sanitary District; Easements and rights of way of record and those apparent on the land; if any; Reservations in deed recorded March 4, 1929 in Book 86, page 109 of Deed Records of Klamath County, Oregon; and, for, a price of \$ **9,000.00**

to be paid by the vendee as follows, to-wit: **\$1,000.00** at the time of the execution of this agreement, the receipt of which is hereby acknowledged; **\$ 8,000.00** with interest at the rate of **6%** per annum from **October 1, 1969** payable in installments of not less than **\$ 50.00** per month inclusive of interest, the first installment to be paid on the **5th** day of **November** 1969, and a further installment on the **5th** day of every month thereafter until the full balance and interest are paid.

The sale includes the following described personal property:
Refrigerator; Stove; Washer; Dryer; and Dining Room Table.
 Said personal property will not be secured by the lien of this contract and Vendor will on the execution hereof deliver to Vendees a bill of sale for the same.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~XXXX~~ at the **First Federal Savings and Loan Association of 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 **\$ insurable value** with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held **by vendor, 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.

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 **October 1, 1969.**

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 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 **\$9,000.00** covering said real property, together with one of these agreements in escrow at the **First Federal Savings and Loan Association of Klamath Falls,** 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 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.

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Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

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 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 reversion 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 in 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.

Vendor: *Orla R. Boyd*
Vendee: *Elmer South*

James M. South

Elmer South

1527 Lane

Klamath Falls, Ore.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of

this 13th day of July A. D. 1979 at 10:41 o'clock A.M., and duly recorded in Vol. M70 of

on Page 6523

Wm D. MILNE, County Clerk
By *Bernard A. Hetch*

For \$6.00

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