M- 38-19239-0Vol.79 This Agreement, made and entered into this 1,5th day of July . 1979 by and THEODORE J. PADDOCK, RALPH A. CRAWFORD and JOAN E. CRAWFORD, hereinafter called the vendor, and GEORGE T. BRYANT and DIANA R. BRYANT, husband and wife,

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slands while beneficial as an element and behaves that as the means in the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$100,000.00 with interest at the rate of 10 % per annum from date of contract payable in installments of not less than \$950.00 por month inclusive of interest, the first installment to be paid on the 15th day of August 1979, and a further installment on the 15th day of every Month thereafter until the full balance and interest are paid. It is agreed by the parties that the monthly payments called for herein shall be increased \$25.00 per month beginning January 15th 1980 and a like \$25.00 increase on the 15thday of each January thereafter until the monthly payments reach the sum of \$1,200

and grad bolk active and the station of to make said payments promptly on the dates above named to the order of the vendor, or the . Vendee agrees survivors of them at the South Valley State Bank 2512.1 Hower as

Oregon; to keep said property at all times in as good condition as the same now are, that no improvement now on or which at Klamath Falls, 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 ins. Value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendors 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 Taxes to be prorated as of date of closing.

abone rebat dordo , gante france vaogone to 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 sold property as of July 15, 1979.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a foe simple title to said property free and clear as of this date of all incumbrances whatsoever, except as set of th in said Warranty Deed.

which vendee assumes, and will place said deed

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together with one of these agreements in escrow at the South Valley State Bank,

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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 vondee, but that in case of default by vendee said escrew holder shall, on demand, surrender

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In the event 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 aloresaid 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 for 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 provisions 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.

orporations: and to maintaids. 101 to any efficient shall be reasond that 0.9. (0.0.1, 0.9.1, Seek showed to prove a shall be reason as a stat This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their, respective heirs, executors, administrations and essions. Respective heirs, executors, administrations and essions. CD211 A to you that the test we find of a meetingent with och destand to versional t

It is understood and agreed by the parties hereto that the monthly payments made by the Vendees shall include taxes and insurance; /the Vendors shall pay the taxes and insurance as they become due and add them back to the principal of this contract by presentation of paid receipts to the escrow holder herein. Said amounts so added to bear interest at the rate provided herein.

It is understood by the parties that there are three (3) existing Trust Deeds involving the above described property: (1) Trust Deed Dated January 12, 1978, recorded January 24, 1978 in M-78, page 1456, wherein Theodore J. Paddock, Mary Paddock & Ralph A. Crawford and Joan E. Crawford are Trustors, United States National Bank as Beneficiary; (2) Trust Deed dated August 8, 1978, recorded August 15, 1978, Book M-78 page 17876, Theodore J. Paddock, Ralph A. Crawford, Joan E. Crawford as Trustors and First National Bank of Oregon, Trustees; (3) Trust Deed dated August 8, 1978, recorded January 1978, as Trustores theodore J. Paddock, Ralph A. Crawford, Joan E. Crawford as Trustors and First National Bank of Oregon, Trustees; (3) Trust Deed dated August 8, 1978, recorded August 15, 1978 in Book M-78, page 17881, Theodore J. Paddock, Ralph A. Crawford and Joan E. Crawford, as Trustors, and First National Bank of Oregon Beneficiary which Trust Deeds shall and First National Bank of Oregon, Beneficiary, which Trust Deeds shall be the sole obligation of Vendors herein and Vendors shall hold Vendees harmlessouthereon even has a boo a plany of the addit and suspenses anyon to addit any addition of the second and the second sec

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KLAMATH FALLS: OREGON 9760 hold motion blod worste blod primerian rebled worse blos of yntrohente ered Insta TELEPHONE, 503/882-350 Inca dat la sustituites for and war deve assumed in array estimated ast to encount tabashir Shahabi to Bada tabir wara biyo biyo ya tashiyi katayi ka tashiyi ka tashiyi ka

STATE OF OREGON County of Klamath

} ss. <u>fuly 18</u>, 1979.

Personally appeared the above-named THEODORE J. PADDOCK, RALPH A. CRAWFORD and JOAN E. CRAWFORD, husband and wife, and ack-knowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for Orégor My Commission expires:

10, r Nork STATE OF ss. 1979. County of

Personally appeared the above-named GEORGE T. BRYANT and DIANA R. BRYANT, husband and wife, and acknowledged the fore-going instrument to be their voluntary act. Before me:

Notary Public

Commission expire Stary Public, State of New York Commission Expires Mar. 30, 19

ATE OF OREGON; COUNTY OF KLAMATH; SS.

Fee \$9.00

<u>July</u> A. D. 1970 at ³ 3 clock ^PM., or nis 20th day of ____

uly recorded in Vol. M79 , of ______ 🚊 on Poge 17298

Wm D. MILNE, County Clerk By Dernechan M 0/

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