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This Agreement, made and entered into this 20 H1 day of F

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STEVEN KEEL and CAROL KEEL, husband and wife, hereinofter called the vendor, and

SHIRLEY M. GRIFFIN,

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Vendor Standards to sell to the vendoe wand the vendoe and agrees to buy from the vendor Stall of the following described property situate in Klamath County, State of Oregon, to with the second property situate in Klamath County, State of Oregon, to with the second property situate in Klamath County, State of Oregon, to with the second property situates and the second property of the sec

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\$ 23,000.00 and the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 30,500.00 with interest at the rate of $9\frac{1}{2}$ % per annum from June 29, 1979 payable in installments of not less than \$ 285.39 per

month in clusive of interest, the first installment to be paid on the 1st day of August installment on the 1st day of every month the reaction amounts so paid in surance, both principal and interest, to be paid in full on or before the 1st day of January, 1980. Vendee herein shall pay all taxes and insurance when due. In the event Vendees does not pay said taxes and insurance, Vendors may, at their option, pay the same and add said amounts so paid back to the principal of this contract by presentation of paid receipts to the escrow holder, to bear interest.

tion of paid receipts to the escrow holder, to bear interest.

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 Klamath First Federal Savings & Loan Association,

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 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 vendoe 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 June 29, 1979.

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 eaid property. Vendee shall be entitled to the possession of said property as of June 29, 1979.

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 set forth in said Warranty Deed.

which vendee assumes, and will place said deed

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

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.

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.

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 especifically 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 foreiture 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

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. (70, 970), 75 8

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.

Wendee shall, within six months of the date of this contract, apply for and obtain a commercial loan to pay off the entire balance hereunder. In the event that Wendee is unwilling or unable to obtain such a loan within six months of the date of this contract, Vendors may, at their option, obtain a loan in the sum equal to the unpaid balance, together with all expenses incidental to said loan and mortgage the above premises to the extent of said loan and convey the premises to the Wendee subject to said loan was Alfred to the old of the form to the stores

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ETEL COUNTY I Will be warmen at the said

WILLIAM P. BRANDSNESS ATTORNEY AT LAW 411 PINE STREET KLAMATH FALLS, OREGON 97601 TELEPHONE 503/882-6616

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STATE OF OREGON	$\begin{cases} 1 & 1 \\ 1 & 1 \end{cases}$, 1979.
County of Klamath	ss. <u>f.ly 20</u> , 1979. the above-named STEVEN KEEL and CAROL
very bushend and wife	the above-named STEVEN KEEL and CARON, and acknowledged the foregoing instr- ntary act. Before me:
	Notary Public for Oregon My Commission expires: 3-22-84
STATE OF OREGON County of Klamath	Ala shove-named SHIRLEY M. GRIFFIN and
Personally appeared acknowledged the foreg Before me:	oing instrument to be her voluntary act.
	Notary Public for Onegon My Commission expires: 3,2281
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Send Tax Statemen Ms. Shirley M. G 204 Peach St. Klamath Falls, OK	77601
	TATE OF OREGON; COUNTY OF KLAMATH; SS.
별로 되는 것으로 보통한 경험하였다. 교실 등 사람들이 기술을 하는 것을 받았다.	nis <u>23rd</u> day of <u>101v</u> A. D. 19 ⁷⁹ at 2.27 o'clock M., and nis <u>23rd</u> day of <u>not some and the second se</u>
	his 23rd day of 1017 of Doods on Page 17.43 huly recorded in Vol. 1779 of Doods Wm D. MILHE, County Cler
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