hereinofier colled the vendor, and BURNELL J. HUBERT and MABEL E. HUBERT, husband and wife, and JOSE: A. RAMIREZ and CONNIE C. RAMIREZ whusband and wife, hereinedier called the vendee share this continues to activity only only on the second state of the second state

er () single success of even independent in entropy of with society of a single success of the set of a single bit of the set of a single success of the set of the s the section of all of particular sound Sentena mi anative si pana bel de la contractore Vendor agrees to cell to the vendees and the vendees agrees in to buy from the vendor all of the

following described property situate in Klamath County, State of Oregon, to-wit: wire princh control to howather purches inni . Animmeica (inni and while the state with PARCEL 1: Lots 1, 2, 3, and the E 1/2 NW 1/4 Section Township 40 S. R. E.W.M., and the E 1/2 NE 1/4

Section 24, Township 40 S., R. 14, E.W.M.

PARCEL 2: NE 1/4 SW 1/4 Section 19, Township 40 S. ve solder by R. 14 E.W.M.

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and the best of the appropriate by wanded on any time to be appropriate particular Buile based inclusions yes to achieve ad experimined entryment out to your to believe an entry of the extend of a uncertained and the extend of a 170, 000, 00, 00, you give frageline as follows, to with an observed and a statement of a statement of the extended of the of th Most asisticia add to review place to ladius if data you to demend outpresses you for surplus be of a list of the state

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20,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$150,000.00 with interest at the time of T % September 1; 1975 payable in installments of not less than \$2,870.00 per annum in clusive of interest, the first installment to be paid on the 15th day of February 1977, and a further installment on the 15th day of every February hereafter until the full balance and interest are paid. In addition to the regular annual payments herein set forth, Vendees shall make an interest payment in the sum of \$4,812.50 on or before the 15th day of February, 1976.

to make said payments promptly on the dates above named to the order of the vendor, or the First National Bank of Oregon, South Sixth Street Branch, Ver:dee aarees survivors of them, at the 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 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 . Taxes to be prorated as of September 1, 1975.

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 as of September 1, 1975.

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 effithis date of all incumbrances whatsower, except reservations, restrictions, easements and rights of way of record and those appar-ent upon the land; rules, regulations, liens and assessments of water users and sanitation district.

which vendee assumes, and will place said deed

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competing with one of these agreements in escrow at the First National Bank of Oregon, South Sixth Street Branch,

at Klamath Fails, 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.

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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 dioresaid shall revert and revert 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 cf reclamation or compensation for money paid or for improvements inade, 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 no individuals. 00.003, 025

to corporations and no individuals. This correspond to be determined in the second name to the benefit of, as the circumstances may require, the parties hereto and their respective here, executors, administrators and assigns.

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STATE OF OREGON; COUNTY OF KLAMATH; ss. .

I hereby certify that the within instrument was received and filed for record on the 3rd day of <u>August</u> A.D., 19 79 at 2:05 o'clock P M., and duly recorded in Vol 379

of ______ Deeds ______ on Page _______

\$7.00

WM. D. MILNE, County Clerk, By Bernetha Apeloch Deputy