This Agreement, made and entered into this

day of August 3rd

- จุดภัติของสร้า ครั้งของ กระดบกฤษฐาน 511 (5.5)

, 19<sup>79</sup> by and between

HARRY F. SWEENEY and MILDRED B. SWEENEY, husband and wife, hereinafter called the vendor, and

GREG R. BEARD,

e te tils berek yarden skull fet it næke ika köyndens elemanik er ein af thom pinnundi on the control of payment the control of the control of the control of payment the control of th of the saided and been the pulse value of H. To 

teldayar bas sub ylenchemu everetel bloque list die aud citie poglikym ni granskimer tardo po primore metodel nome: L'Vendor agrees and to sell to the vendee and the vendee agrees to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon to with the other states of the state ban in dinimina kun gunon girang Haile malacema addi tehan beginak sebaga ke bani al gallenie haje la ke besi yester gera

The Na of Lote 14 in Block 7 of Altamont Acres, according with born to other official applato thereof on file in with exoffice of the County Clerk of Klamath County, Oregon and Access of

The street of the Street County possess of the produced to become comment. Vender may take recession of come bet the parva noter ca zi netazzaseg inovo esti al ban eletadi taoretat vitarese aki ban yinggan est priviskos, ban gabis, sa sa ma which can be shall not be a first which was seen to state a security of the forest one which

that in once and at which is instituted to literatore this contract it endures only it the province torock vendes univer-ය ලකුදු consecución ලකුදුන් සම්දු මතුදින් සම්ම සම්පුර්ග පත්ත සම්බාද සම්බාද සම්පුර සමුදු පත්ත සම්පුරුව අත්තාන් and the development of the control o no anal s'remotto s'illiniale de shirnosmin etholian limis invo sindeque ell so mus dons ving mejordino entre ellement sin

The state of the state of the contract of the feet of the perfermance by vector of the revision benefit of the at; and for a price of \$ :22,500.00 to your payable as follows, to wit: of tenanced and the research and the Along artisticing half to tention in an are accounted about you to deposit and companying to each or a fit or that and could have

restines with the restriction and arounded training and the state of t induden eth Deb antekkel adt. andepende eth levisig sek depinin khas kespa et kasib ed bedd angeled and and an ear in the will all confirmitions of capes, send the formula, the line in the land of the confirmition of the land of the

 $\$ \ 1$  ,  $500.00 \cdot$ of this agreement, the receipt of which is hereby acknowledged; \$21,000.00 with interest at the rate of 9½ per amnum from date of contract payable in installments of not less than \$200.00 per cannum from date of Contract payable in installments of not less than \$ 200.00 per month, in clusive of interest, the first installment to be paid on the 5 day of Seolewhee 19 79 and a further installment on the day of every month thereafter until the full balance and interest are paid. In addition to the monthly payments herein, Vendees shall pay all taxes as they become due. In the event Vendee does not pay said taxes when due, Vendors may, at their option, pay said taxes and add the sums so paid back to the principal of this contract to bear in-

to make said payments promptly on the dates above named to the order of the vendor, or the agrees survivors of them, at the Klamath First Federal Savings and 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 f 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 August 15, 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 said property. Vendee shall be entitled to the possession of said property as of August 15, 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 ef this date of all incumbrances whatsoever, except as set forth in said Warranty Deed.

which vendee assumes, and will place eaid 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, vendes 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 escrew holder shall, on demand, surrender said instruments to vendor.

neawied ban yd 67 ei . to vot Auguat

Child Acreement, neds and entered into this 15:15

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost 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 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 atcresaid shall revert and revest in veridor without any declaration of forfeiture or act of reentry, and without any other act by vender 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 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.

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.

Vendee warrants that he has purchased the property solely upon his own inspection and personal knowledge and in its present actual condition and has not relied when any warranties or respections and has not relied upon any warranties or representations

made by the Vendors or by	any agent of the Vendors.
WITNESS the hands of the	o legioning of or include a parties, the day, and year, first hereinabove
written.	경기 시설하다 중 시 ANSE 이 보고 다음이 가지를 그는 때 그리고 🔶 Yell 대표를
as first wat the second of the second	Our many
one in the state of the state o	A cot up constrol many to the Bearing
han 3630 By Sellow	Mildred B June
Kingh & SO SO SAA	
STATE OF OREGON.	FORM NO. 23 — ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.
7	<b>SS.</b> → SS.
County of Klamath	
BE IT REMEMBERED, That on t	this Grad day of Sugues 1979
before me, the undersigned, a Notary Publication HARRY F. SWEENEY and	c in and for said County and State, personally appeared the within MILDRED B. SWEENEY, husband and wife,
and GREG R. BEARD,	
known to me to be the identical individu	al.S. described in and who executed the within instrument and
acknowledged to me, that they ex	ecuted the same freely and voluntarily.
IN TE	STIMONY WHEREOF, I have hereunto set my hand and affixed
TAR DIAR PARTIES	my official seal the day and year last abore written.
	I federal Zewis
Just 18	Notary Public for Oregon.  My Commission expires. 7-19-82
STATE OF OPECONS COUNTY OF K	My Commission expires 7-19-82

I hereby certify	that the within	instrument w	as received and	filled for	record on	the 3rd day	οſ
August A	D., 19 <u>79</u> at_	3:45o'	clocki	1., and ປນ	ly recorded	in Vol. <u>270</u>	
of <u>Deeds</u>		_on Page185					

\$7.00 FEE