

This Agreement, made and entered into this 29th day of August, 1979 by and between

PAUL L. NEAL and NANCY L. NEAL, husband and wife,
hereinafter called the vendor, and

WAYNE HURLEY BLDG. CO., INC., an Oregon corporation
hereinafter called the vendee.

WITNESSETH

VendorS agrees to sell to the vendee and the vendee agrees to buy from the vendorS all of the following described property situate in Klamath County, State of Oregon, to-wit:

PARCEL 1: The East 256.5 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 39 South, Range 8 EWM, in County of Klamath, State of Oregon

PARCEL 2: The West 256.5 feet of the East 513.0 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 39 South, Range 8 EWM.

PARCEL 3: The West 256.5 feet of the East 769.5 feet of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 39 South, Range 8 EWM

PARCEL 4: All of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 12, Township 39 South, Range 8 EWM, County of Klamath, State of Oregon, EXCEPTING THEREFROM the East 769.5 feet. ALSO EXCEPTING THEREFROM the West 294 feet of the South 1150 feet.

Has been mutually agreed upon and the parties hereto have agreed to sell and buy the above described property at and for a price of \$ 62,000.00

at and for a price of \$ 62,000.00 payable as follows, to-wit:

\$ 15,500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 46,500.00 with interest at the rate of 9 $\frac{1}{2}$ % per annum from September 10, 1979

payable in installments of not less than \$ 6,500.00 per annum, inclusive of interest, the first installment to be paid on the 24th day of January 1980, and a like payment on the 24th day of each December, 1980, and a like payment on the 24th day of each July and December of each year thereafter. The entire balance, both principal and interest, to be paid in full on or before the 24th day of March, 1984.

The sum of \$6,500, including interest, to be paid on the 24th day of July, 1980 and a like payment on the 24th day of each December, 1980, and a like payment on the 24th day of each July and December of each year thereafter. The entire balance, both principal and interest, to be paid in full on or before the 24th day of March, 1984.

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 \$ n/a with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held on a non-adversely affected basis 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.

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 date of closing.

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 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 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 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.

SUBDIVISION: It is understood and agreed by the parties hereto that Vendee intends to subdivide and plat the subject property and that Vendor will sign the necessary documents for Vendee to obtain said subdivision and plat.

LOT RELEASES: In the event the Vendee is able to subordinate the subject property, the Vendor agrees to give Vendee Lot Releases upon the following conditions: (A) That Vendee be current upon all the terms and conditions of this agreement; (B) That all interest be paid current to the date of the requested lot release; (C) That the Vendee apply \$2,000 to the principal of this contract for each requested lot release.

In the event Vendee pays \$2,000 upon the principal in making its semi-annual payments, it shall be entitled to a lot release for each \$2,000 so paid. Vendee shall be excused to the extent of any prepayments from its next semi-annual payments.

PENALTIES: In consideration of the lot release provision herein set forth, Vendee agrees to pay as a penalty, the sum of 1½ percent per month of the amount due, if the payment is not paid within ten (10)

****CONTINUED ON PAGE 3 OF CONTRACT OF SALE**

Witness the hands of the parties the day and year first herein written.

VANDENBERG AND BRANDSNESS

ATTORNEYS AT LAW

WORME 411 PINE STREET Klamath Falls, Oregon

KLAMATH FALLS, OREGON 97601

TELEPHONE 503/882-5501

21487

CONTRACT OF SALE

-3-

August 29, 1979

days of the due date. In the event this agreement is in default for a period of sixty (60) days, the Vendors may withdraw this Agreement from escrow and pursue their remedies as provided for herein.

WITNESS the hands of the parties the day and year first hereinaabove written.

x Paul Neal
x Nancy L. Neal

WAYNE HURLEY BLDG. CO., INC. an Oregon corporation

By: Jessie W. Hurley
By: Beverly M. Hurley

COLORADO
STATE OF OREGON)
County of Klamath)
PUEBLO

ss. 9/5, 1979.

Personally appeared the above-named PAUL L. NEAL and NANCY L. NEAL, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

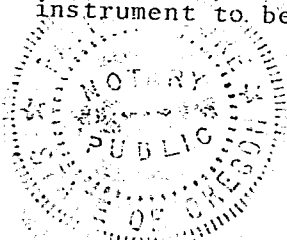
Regenia Alcorn
Notary Public for Oregon Colorado
My Commission expires: 6/13/83

STATE OF OREGON)
County of Klamath)

ss. September 7, 1979.

Personally appeared Jessie W. Hurley, who, being sworn stated that he is President, and Beverly M. Hurley, who, being sworn, stated that he is Secretary of WAYNE HURLEY BLDG. CO., INC. and that said instrument was signed in behalf of said corporation by authority of its Board of Directors; and they acknowledged said instrument to be its voluntary act and deed. Before me:

Laurie Moore
Notary Public for Oregon
My Commission expires: August 27, 1983



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 10th day of September A. D. 1979 at 10:28 clock A.M., and

truly recorded in Vol. M79, of Deeds on Page 21485

Wm D. MILNE, County Clerk

By: Laurie Moore

Fee \$10.50

TA