

This Agreement, made and entered into this 24th day of September 1979 by and between HANS O. JUCKELAND and MARY C. JUCKELAND, Trustees under that certain trust instrument dated March 14, 1972,

hereinafter called the vendor, and JOHN A. HEIDERER and LOUISE M. HEIDERER, husband and wife, hereinafter called the vendee.

WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit: A parcel of land situated in Government Lots 6 and 7, Section 33, Twp. 38 S., R. 9, EWM, being the Southerly portion of that tract of land conveyed to Juckeland Motors, Inc., by Weyerhaeuser Company and described in Deed Vol. M65, page 110, Klamath County Deed Records as shown on Record of Survey No. 1072, as recorded in the office of the Klamath County Surveyor, said parcel being more particularly described as follows:

Beginning at a 5/8-inch iron pin on the Southwest corner of the above tract of land as described in said Deed Vol. M65, page 110, said point also being the Southeast corner of that tract conveyed by Weyerhaeuser Company to Crater Lake Machinery Company by Deed dated Aug. 17, 1950; thence Southeasterly along the arc of a curve to the left to its intersection with the Northerly right of way line of the O.C.&E. Railway (the long chord of the last course bears South 45°20'03" East a distance of 119.70 feet by said record of Survey No. 1072 and bears South 47°13'30" East a distance of 122.18 feet by deed record); thence South 51°04' East along said right of way line 170.46 feet; thence North 43°38' East 180.00 feet; thence North 55°22' West 287.42 feet to a point on the Westerly line of said tract of land as conveyed to Juckeland Motors, Inc.; thence South 34°48' West 146.33 feet to the point of beginning, containing 1.10 acres, more or less, with bearings based on said recorded Survey No. 1072.

SUBJECT TO: Taxes for the year 1979-80 which are now a lien but not yet payable; Access restrictions, including the terms and provisions thereof, as shown in Deeds recorded June 10, 1950 in Vol. 239 of Deeds, page 385 and recorded March 1, 1956, in Vol. 281 of Deeds, page 268, all records of Klamath County, Oregon; Sewer Easement, recorded June 26, 1957, in Volume 292 of Deeds, page 473, records of Klamath County, Oregon; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any;

at and for a price of \$32,000.00, payable as follows: \$ 7,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 25,000.00 with interest at the rate of 10 %

per annum from September 24, 1979 payable in installments of not less than \$ 531.18 per month inclusive of interest, the first installment to be paid on the 24th day of October 1979, and a further installment on the 24th day of every month thereafter until the full balance and interest are paid.

Vendee shall not be considered to be in default until such time as any payment is 90 days or more past due.

No prepayment shall be allowed on this contract except in the event of the death of John A. Heiderer, in which case the full balance may be paid at that time.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, XXXXX at 2043 Lavey Street

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 XXXXX against the interest of the vendor; 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

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 not cut or remove any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said property immediately.

Vendor will furnish a deed to vendee for the above-described property upon full payment of the contract.

which over the unexpired term with place and date

79 SEP 25 AM 11 23

But in case 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 the 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 re-vest 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 or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision 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.

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

Hans O. Juckeland
Hans O. Juckeland

Mary C. Juckeland
Mary C. Juckeland

Trustees under that certain Trust Instrument dated March 14, 1972.

STATE OF OREGON

County of Klamath) SS

On this 24 day of September, 1979, before me, a notary public in and for said county and state, personally appeared Hans O. Juckeland and Mary C. Juckeland, of the State of Oregon, County of Klamath, known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission Expires: Oct 8, 1982

Willie J. [Signature]
Notary Public for Oregon

Until a change is requested, all tax statements shall be sent to the following name and address:

John A. and Louise M. Heiderer, 5752 Denver Ave., Klamath Falls, Oregon 97601

State of Oregon, County of Klamath

I certify that the within instrument was received for record on the 25th day of September 79 at 11:23 clock A m and recorded in book M79 on page 22696 Record of Deeds of said County.

Witness My Hand and Seal of County Affixed.

Wm. D. Milne

County Clerk / Recorder

By

Bernice [Signature]
Deputy

Fee \$7.00

Return to
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From the office of
WILLIAM L. SISEMORE
Attorney at Law
First Federal Bldg.
540 Main Street
Klamath Falls, Ore.