

T/H 38-20214-1-T

This Agreement, made and entered into this 28th day of September, 1979 by and between

HARVEY J. BEENEY  
hereinafter called the vendor, and  
CHARLES C. FIFIELD and DORA E. FIFIELD, husband and wife,  
hereinafter called the vendee.

WITNESSETH

Vendor hereby 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: THE REAL PROPERTY DESCRIBED IN "EXHIBIT A" attached hereto and made a part hereof.

TOGETHER WILL all furniture and furnishings and goodwill in the DOWNTOWN DAIRY TAVERN

at and for a price of \$60,000.00 payable as follows: to-wit: \$9,918.20 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$50,081.80 with interest at the rate of 9% per annum from October 1, 1979 payable in installments of not less than \$400.00 per month inclusive of interest, the first installment to be paid on the 1st day of November 1979, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid. The entire balance, both principal and interest shall be paid in full on or before the 1st day of October, 1999.

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 South Valley State Bank, 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 by vendor copy to vendee.

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 October 1, 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 October 1, 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 South Valley State Bank, 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 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 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.

It is understood and agreed by the parties hereto that there are two existing contracts as follows:

1. Contract dated May 9, 1978, recorded June 9, 1978 in Book M-78, page 12362 wherein Dale L. McCord is Vendor and Harvey J. Becey is Vendees, which Contract shall be the sole obligation of Vendor herein and Vendor shall hold Vendees harmless thereon.

2. Unrecorded Contract dated November 5, 1971 wherein Louis Anderson and Ruth Anderson are Vendors and Dale L. McCord is Vendee, as disclosed by an Assignment of Vendees interest dated June 8, 1978 recorded June 14, 1978 in Book M-78 page 12659 to Harvey J. Becey, which Contract shall be the sole obligation of Vendor herein and Vendor shall hold Vendees harmless thereon.

In the event Vendor should fail to pay said payments for any reason, the Vendees may make said payments and receive credit thereof on this Contract.

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

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

*Charles C. Field*  
*Dora L. Field*

A portion of NW¼ of Section 34, Township 38 South, Range 11½ East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of Section 34, Township 38 South, Range 11½ East of the Willamette Meridian, in the County of Klamath, State of Oregon; thence South along said Western boundary of said Section distant 1320 feet; thence East 1062 feet to the point of beginning; thence South 616 feet to center of a natural ditch; thence Southerly and Easterly along said ditch a distance of 593 feet; thence North 430 feet; thence West 91 feet; thence North 258 feet; thence West 502 feet to the point of beginning.

SAVING AND EXCEPTING THEREFROM that portion conveyed to State of Oregon for highway purposes by deed recorded in Book 107 at page 23 and also that portion conveyed to Charles Inman by deed recorded in Book 130 at page 581 and ALSO SAVING AND EXCEPTING that portion conveyed to James M. Barnes by Deed recorded in Book 133 at page 513 and also that portion conveyed to Olive Mounts by Deed recorded in Book 133 at page 245 and also that portion conveyed to John A. Jones by deed recorded in Book 217 at page 165; and also SAVING AND EXCEPTING that portion conveyed to Elizabeth L. Bell by Deed recorded in Book 189 at page 12, all Book and page references being Deed Records of Klamath County, Oregon.

TOGETHER WITH the following described property:

A portion of S½NW¼ Section 34, Township 38 South, Range 11½ East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

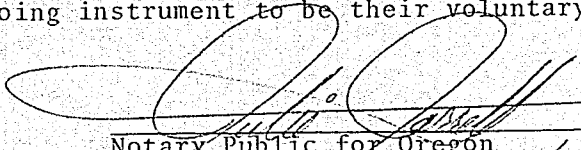
Beginning at a point where the boundary of that certain tract conveyed to Olive Fraley by Deed recorded in Book 182 at page 253, Deed Records of Klamath County, Oregon, intersects the fence line marking the Westerly boundary of the property conveyed to A. L. Michael by Deed recorded in Book 66 at page 552 of Deed Records of Klamath County, Oregon, which point of beginning bears South 1° 45' East along said fence line a distance of 180 feet, more or less, from the Southeasterly right of way line of the Klamath Falls-Lakeview Highway; thence North 62° 29' East along the Northwesterly boundary of said Olive Fraley property, a distance of 51 feet; thence North 4° 00' West 75 feet; thence South 89° 25' West, 43 feet to a point in said fence line marking the Westerly boundary of said A. L. Michael property; thence South 1° 45' East along said fence line, a distance of 98 feet to the point of beginning.

"EXHIBIT A"

24130

STATE OF OREGON     )  
                               ) ss. September 28, 1979.  
 County of Klamath    )

Personally appeared the above-named HARVEY J. BEENEY and CHARLES C. FIFIELD and DORA E. FIFIELD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

  
 Notary Public for Oregon  
 My Commission expires: 2/4/81

After recording return to Transamerica Title, Attent: Julie  
 Send Tax Statements to:  
 Mr. and Mrs. Charles C. Fifield  
 Dairy Tavern  
 Dairy, OR

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co  
 this 12th day of October A. D. 1979 at 2:47 o'clock P.M.,  
 duly recorded in Vol. M79, of Deeds on Page 24127

Wm D. MILNE, County Clerk

By Bernetha Hetch

Fee \$14.00