

THIS AGREEMENT made and entered into this 29th day of October 1979, by and between
 CHESTER O. EDGAR and RUBY L. EDGAR, husband and wife, hereinafter called Seller, and
 RUSSELL L. TOLER

and the parties hereto and their heirs, assigns and/or buyers, shall include the plural if there are two or more sellers and/or buyers in the amount of the purchase price and the balance of the purchase price shall be paid according to the terms and conditions of this agreement. The Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situated in Klamath County, State of Oregon, to-wit: Block 29 of FIRST ADDITION TO THE CITY OF KLAMATH FALLS, according to the official plat thereof on file in the Office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: 1979-80 real property taxes which are now a lien, but not yet payable, and all future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land; Mortgage dated 9/7/73, recorded 9/7/73 in Vol. M73, page 12065 Klamath County Microfilm Records, which said mortgage Sellers herein agree to pay according to the terms thereof and hold Buyer harmless therefrom.

The purchase price thereof shall be the sum of \$15,500.00 payable as follows: \$3,000.00 upon the execution hereof; the balance of \$12,500.00 shall be paid in monthly installments of \$110.00 including interest at the rate of 10% per annum on the unpaid balances, the first such installment to be paid on the

15th day of November, 1979, and a further and like installment to be paid on or before the 15th day of

every month thereafter until the entire purchase price, including both principal and interest, is paid in full. On or before the 15th day of October, 1989, the Buyer shall pay to the Seller the remaining balance of the purchase price, including both principal and interest, to date of payment, shall be due and payable.

It is mutually agreed as follows: Buyer shall be entitled to possession of the property as of 10/15/79. Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment.

2. After 10/15/79, Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment.

3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason assessments, liens, purported liens, and encumbrances of whatsoever kind affecting said property after this date, provided all such taxes, assessments and charges for the current year shall be prorated as of 10/15/79, and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract; and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor.

4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss, all uninsured losses shall be borne by Buyer on or after the date Buyer becomes entitled to possession.

5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller.

6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at Frontier Title & Escrow Co., 2938 S. 6th, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller.

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

Russell L. Toler
 11891 Crystal Springs Road
 Klamath Falls, Oregon 97601

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8. Included in this sale is the stove, refrigerator and space heater presently located within the residence on said real property and Buyer shall be entitled to take possession thereof at the time of sale.

It is further understood and agreed by the parties hereto that the subject real property is further subject to a mortgage in favor of Stayton Mortgage Co., with a present principal balance owing in the amount of \$563.40 and that Seller shall cause said mortgage to be paid according to the terms thereof and will hold Buyer harmless therefrom. Seller shall further cause the satisfaction of said mortgage to be promptly recorded in the Klamath County Mortgage Records upon payment in full of said mortgage. Seller further warrants that said mortgage will be fully paid and satisfied prior to or at the time this agreement is paid in full.

SUBJECT TO: 1979-80 real property taxes and assessments, reservations, payable, and all future real property taxes and assessments, and those appearing on the land, Mortgage dated 9/7/73, recorded 9/7/73 in Vol. M73, page 12062, Klamath County Mortgage Records, which said mortgage Seller herein agrees to pay according to the terms thereof and hold Buyer harmless therefrom.

The purchase price thereof shall be the sum of \$12,500.00, payable as follows: \$3,000.00 upon the execution hereof; the balance of \$9,500.00 shall be paid in monthly installments of \$210.00 including interest at the rate of 10% per annum on the unpaid balance, the first such installment to be paid on the 15th day of November, 1979, and a further and like installment to be paid on or before the 15th day of each month thereafter until the entire purchase price, including both principal and interest, is paid in full.

PROVIDED, FURTHER, that in case Buyer 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 Seller 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 Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer 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 Buyer while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

Buyer shall have the privilege of increasing any payment or prepaying the entire debt. In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law. Buyer shall pay the costs of this action. Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or a waiver of the provision itself. This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing. Witness the hands of the parties the day and year first herein written.

Signature of Chester O. Edgar *Signature of Russell L. Toler*
Chester O. Edgar, Seller
Russell L. Toler, Buyer

STATE OF OREGON, County of Klamath ss, on October 29th day of 1979, before me, Chester O. Edgar and Ruby M. Edgar, husband and wife, and Russell L. Toler, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me, *Signature of Notary Public*
Notary Public for Oregon
My Commission expires 8-23-81

STATE OF OREGON; COUNTY OF KLAMATH; ss
I hereby certify that the within instrument was received and filed for record on the 29th day of October, A.D., 1979 at 12:06 o'clock P.M., and duly recorded in Vol. M79 of Deeds on Page 25412.
FEE \$7.00
WM. D. MILNE, County Clerk
By *Signature of Deputy* Deputy