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REAL ESTATE SALE

C O N T R A C T

* * * * * * * * *

THIS AGREEMENT, made this 24 day of October, 1968, by NEWTON E. BUTLER and THELMA CHRISTINE BUTLER, husband and wife, herein called Vendor, and ESTHER VIDA BURGESS, herein called Purchaser.

WITNESSETH:

Vendor agrees to sell to Purchaser and Purchaser agrees to purchase that certain land, and all improvements thereon, situated in Klamath County, State of Oregon, described as follows, to-wit:

All of Blocks 7 and 8, HESSIG ADDITION TO THE TOWN OF FORT KLAMATH, Klamath County, Oregon.

The purchase price of the property, which Purchaser agrees to pay, shall be the sum of $15,500, payable as follows:

(a) The sum of $1500 which is paid upon execution hereof;

(b) The remaining balance of $14,000 shall be paid in monthly installments of $100, including interest at the rate of 7 percent per annum on the unpaid balances, the first of such installments to be paid on the 5th day of November, 1968, and subsequent installments to be paid on or before the 5th day of each and every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

Purchaser assumes and agrees to pay the existing mortgage against said property upon which the balance currently due is $7321.17, and to perform in full the terms and conditions thereof. Said mortgage having been made by Vendor as Mortgagor to Daniel G. Brown and Elouise Brown, husband and wife, as Mortgagees on the 4th day of August, 1966, and recorded September 28th, 1966 in M-66, at page 9599, mortgage records of Klamath County, Oregon. It is further agreed between the parties hereto, that out of said monthly payments of $100 per month, including interest, the sum of $60 per month shall be applied to the payment of said mortgage, which is being held in escrow at the First Federal Savings and Loan Association of Klamath Falls, Oregon, and the egcrow holder of this contract shall be so instructed.

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1. Purchaser may, at any time, pay off the entire balance of the purchase money remaining due, together with interest due thereon, to the date of payment.

2. In the event Purchaser fails to pay, when due, any amounts required of him to be paid hereunder, Vendor may pay any or all such amounts. If Vendor makes any such payments, the amounts thereof shall be added to the purchase price of the property on the date such payments are made by Vendor and such amounts shall bear interest at the same rate as provided above.

3. All taxes levied against the above-described property for the current tax year shall be prorated between Vendor and Purchaser as of the date hereof. Purchaser agrees to pay, when due, all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

4. Purchaser agrees to keep the buildings on said premises insured against loss by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and to the mortgagee as aforesaid as their interests appear at the time of loss with priority in payment to Vendor. Any amount received by Vendor under the insurance in payment of a loss, shall be applied upon the unpaid balance of the purchase price and shall reduce said unpaid balance to the extent of the amount of the insurance payment received by Vendor. All uninsured losses shall be borne by Purchaser, on or after the date Purchaser becomes entitled to possession.

5. Purchaser shall be entitled to possession of the premises as of the date hereof.

6. Purchaser agrees that all improvements now located, or which shall hereafter be placed on the premises, 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 Vendor. Purchaser shall not commit or suffer any waste of the property, or any improvements thereon, or alterations thereof, and shall maintain the property, and all improvements thereon, and all alterations thereof, in good condition and repair.

Purchaser shall not otherwise make or cause to be made any improvements or alterations to the property without first obtaining the written consent of Vendor.

7. Vendor shall furnish, at his expense, a Purchaser's title insurance policy in the amount of $15,500 within ten days from the date hereof, insuring Purchaser against loss or damage sustained by him by reason of the unmarketability of Vendor's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record and encumbrances herein specified, if any.

8. Vendor covenants that he is the owner of the above-described property, free of all encumbrances except those set out above.

9. Upon payment of the entire purchase price for the property, as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Vendor shall forthwith execute and deliver to Purchaser a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as above provided and those placed upon the property or suffered by Purchaser subsequent to the date of this agreement.

10. Purchaser certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Vendor or by any agent of Vendor; that no agreement or promise to alter, repair, or improve said premises has been made by Vendor or by any agent of Vendor; and that Purchaser takes said property and the improvements thereon in the condition existing at the time of this agreement.

11. In the event that Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity;

(b) To declare the full unpaid balance of the purchase price immediately due and payable;

(c) To specifically enforce the terms of this agreement by suit in equity;

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option, all of the right, title and interest of Purchaser shall revert and revest in Vendor without any act of re-entry or without any other act by Vendor to be performed, and Purchaser agrees to peaceably surrender the premises to Vendor, or in default thereof, Purchaser may, at the option of Vendor, be treated as a tenant holding over unlawfully after the expiration of a lease, and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Vendor to Purchaser and Purchaser shall have failed to remedy said default within ten days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Purchaser at

If Purchaser shall fail to make payment as herein provided, and said failure shall continue for more than ten days after the payment becomes due, Purchaser shall be deemed in default and Vendor shall not be obligated to give notice to Purchaser of a declaration of said default.

12. Failure by Vendor at any time to require performance by Purchaser of any of the provisions hereof, shall in no way affect Vendor's rights hereunder to enforce the same, nor shall any waiver by Vendor of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

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13. Any assignment by Purchaser of this agreement, or any or all of his rights thereunder, and any lease by Purchaser of said property, or any part thereof, shall be inoperative and void, unless Vendor shall assent thereto in writing.

14. In case litigation is instituted arising directly or indirectly out of this contract, the losing party shall pay to the prevailing party his reasonable attorney fees, including such attorney fees as are incurred upon appeal, if any.

15. The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restriction hereinabove contained relating to assignment.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 24 day of October, 1968

VENDORS:

Burton E. Butler

Thelma Christine Butler

E.U.B.

PURCHASER:

Esther V. Burgess

E.U.B.

STATE OF OREGON, )
County of Klamath )
Filed for record at request of

on this 30th day of October A.D. 1979
at 3:27 o'clock P M, and duly
recorded in Vol. M79 of Deeds
page 25610

Wm D. Milne, County Clerk
By Rosemary Hetrick Deputy

Fee $17.50

Tape to
Sam:-
Ref: Esther V. Burgess
P.O. Box 547
Fort Klamath Ore
97626

17.50