

WHEN RECORDED MAIL TO:

GIACOMINI, JONES & ASSOCIATES
ATTORNEYS AT LAW
635 MAIN STREET
KLAMATH FALLS, OREGON 97601

78460

Vol. ^m79 Page 29286

STATE OF OREGON

ss.

(Don't use this
space; reserved
for recording
label in coun-
ties where
used.)

I certify that the within instrument
was received for record on the _____ day
of _____, 19____,
at _____ o'clock _____ M. and recorded
in book _____ on page _____ or as
filing fee number _____, Rec-
ord of Deeds of said County.

Witness my hand and seal of County
affixed.

Title
By _____ Deputy

GENERAL COVENANTS AND PROVISIONS
OF INSTALLMENT CONTRACT OF SALE

1. EMINENT DOMAIN: In the event any governmental agency or entity having the power of eminent domain acquires by eminent domain or by negotiated sale in lieu of eminent domain all, or any portion, of the real property described in this Contract, Vendor may require Purchaser to apply all proceeds received by Purchaser from such acquisition (remaining after payment by Purchaser of attorney fees, appraiser fees and related necessary and reasonable costs in connection with securing said proceeds), which proceeds are hereinafter called "net proceeds", toward the payment of the sums secured by this Contract. Upon receipt of said net proceeds, Purchaser shall notify Vendor of the amount of said net proceeds and Vendor shall, within sixty (60) days after such notification, notify Purchaser in writing if Vendor elects to have said net proceeds applied toward payment of the sums secured by this Contract. If Vendor fails to so notify Purchaser of such election, Vendor shall conclusively be deemed to have elected not to require Purchaser to apply said net proceeds toward the sums secured by this Contract. If Vendor elects to have said net proceeds applied toward payment of the sums secured by this Contract the amount to be received by Vendor shall not exceed the total of the principal plus accrued interest to the date of receipt thereof by Vendor, and all such sums shall be paid to the Escrow Holder named herein. Regardless of whether Vendor elects to have said net proceeds applied to the sums secured by this Contract, Vendor will join in any conveyance required by the governmental agency or entity acquiring a portion or all of the real property described herein by eminent domain, but Vendor shall not be required to partially convey more property than that which is acquired by such governmental agency or entity. Vendor shall not be obligated to participate in any negotiations with such governmental agency or entity. Any notice or notices required to be given by Purchaser to Vendor pursuant hereto shall be in writing and shall be deemed given when the same is deposited in the United States Postal Service as certified mail, postage prepaid, addressed to Vendor at the last address of Vendor shown on the records of the Escrow Holder.

2. RESALE OF REAL PROPERTY BY CONTRACT PURCHASER: If Purchaser shall sell Purchaser's equity in the real property described herein and securing the unpaid balance of this Contract, Purchaser shall notify Vendor of such sale in writing, and Vendor shall have thirty (30) days from such notice to elect, in writing, to require Purchaser to apply ninety per cent (90%) of the net proceeds from such sale toward payment of the deferred balance (both principal and interest) secured by this Contract before Purchaser receives and realizes any payment for his equity. The term "net proceeds" shall include both proceeds received by Purchaser at the time of consummation of such sale and any installments received thereafter less reasonable commissions, title insurance, demands of prior lien holders, attorney fees, and escrow fees incurred in any such sale. Failure of Vendor to elect to

29287

require application of such net proceeds as herein provided, shall constitute a conclusive election not to require application of such net proceeds; provided, however, that any subsequent Purchaser shall be required to comply with this provision and that an election not to require application of net proceeds from any sale shall not be construed as constituting a waiver of this provision as to any subsequent Purchaser. In addition, any such sale shall personally obligate the subsequent Purchaser to Vendor without relieving Purchaser of Purchaser's obligation to Vendor under this Contract.

C. REMEDIES FOR DEFAULT: If Purchaser shall be in default of a Contract purchase of real property, Vendor shall have cumulative rights, which Vendor may exercise either contemporaneously or successively, at Vendor's option:

1. Judicial Relief:

a. Foreclosure: To foreclose the Contract by strict foreclosure in equity which remedy if elected, shall afford Purchaser a thirty (30) day redemption privilege if Purchaser shall have reduced the original Contract principal balance of said Contract by less than fifty per cent (50%) of the purchase price and shall afford Purchaser a one (1) year redemption privilege if Purchaser shall have reduced the original Contract principal balance by more than fifty per cent (50%) of the purchase price.

b. Acceleration: To declare the full unpaid balance of the purchase price immediately due and payable.

c. Specific Performance: To specifically enforce the terms of the Contract by suit in equity.

2. Receivership: In the event any suit or action is commenced because of any default of Purchaser, the court having jurisdiction of the case may, upon motion by Vendor, appoint a receiver to collect the rents and profits arising out of the above described real property and Collateral and to take possession, management and control of the same during pendency of such foreclosure proceeding or until payment of the obligations hereby secured and apply said rents and profits to the payment of the amount due hereunder, first deducting all proper charges and expenses attending the execution of said receivership.

3. Title Reports, Etc.: Upon the commencement of any suit or action to collect the indebtedness or disbursements secured hereby, or any part thereof, or to enforce any provision of the Contract by specific performance foreclosure, or otherwise, there shall become due, and Purchaser agrees to pay to Vendor, in addition to all statutory costs and disbursements, any amount Vendor may incur or pay for any title report, title search, insurance of title or other evidence of title subsequent to the date of this Contract on any of the real property above described and this Contract shall be security for the payment thereof.

4. Prevailing Party Attorney Fees: In the event any suit or action is instituted by either party against the other relating to any provision of the Contract the prevailing party, at trial or on appeal, shall be entitled to such reasonable attorney fees as shall be fixed by the court having jurisdiction of the case, in addition to statutory costs and disbursements.

STATE OF OREGON, COUNTY OF CLATSOP, ss.

Filed for record at request of Giacomini, Jones & Assoc.

this 20th day of December A. D. 1979 at 4:24 o'clock P. M., and

duly recorded in Vol. 1179, of Deeds on Page 29286

By Wm D. MILNE, County Clerk

Fee \$7.00