

38-20714-6-D

79023

Vol. <sup>m</sup> 80 Page 233

AGREEMENT

THIS AGREEMENT, made this 3 day of January,  
1980, by and between WESTON THORSEN ~~XXXXXXXXXXXXXXXXXX~~, ~~XXXXXXXX~~ WEP  
hereinafter called the "Vendor", and BILL HARPE  
and PEGGY HARPE

hereinafter called the "Vendee" (it being understood that in this Agree-  
ment the singular shall include the plural if there are two or more  
Vendees and that the masculine shall include the feminine and neuter)

WITNESSETH:

Vendor agrees to sell to the Vendee, and the Vendee agrees to  
buy from the Vendor, the real property in Klamath County, Oregon,  
described as:

LOT NO. 12, 13, <sup>14</sup> BLOCK 2, EVERGREEN ACRES,  
Klamath County, Oregon, according to the  
Official Plat thereof on file in the office  
of the County Clerk of Klamath County, Oregon.

SUBJECT TO: Restrictions as shown on plat; Agreement dated July  
25, 1928, recorded July 25, 1928 in Volume 82 at page 77; Reservations  
dated January 31, 1951, recorded March 12, 1951 in Volume 245 at page  
593; an Easement dated October 31, 1955, recorded November 3, 1955  
in book 279 at page 5; an Easement dated July 16, 1957, recorded  
July 22, 1957 in book 293 at page 196; Covenants recorded September  
6, 1967 in book m-67 at page 6989.

\$ 8,700.00 payable as follows, to-wit: Upon the execution of this  
agreement \$ 2,500.00 and the balance of \$ 6,200.00 plus interest at  
the rate of <sup>seven</sup> ~~xxx~~ per cent <sup>(7%)</sup> ~~(8%)~~ per annum in installments of \$ 2,362.54 or  
year ~~month~~, commencing on the 15 day of February,  
1981, and a like installment on the 15 day of each and every <sup>year</sup> ~~month~~  
thereafter until the full balance has been paid. This contract is to  
be paid in full by January 1st, 1983.

Each payment shall be credited first on interest due and the  
remainder on principal and interest shall thereupon cease upon the princi-  
pal so credited. Interest begins on the day of closing,  
January 4, 1980.

Vendee covenants and agrees to make said payments promptly on  
the dates above named to the order of the Vendor, or such other person as  
the Vendor may from time to time designate, at Rocky Point Route, Box 85,  
Klamath Falls, Oregon 97601, or such other place as the Vendor may desig-  
nate from time to time; to keep said premises at all times in as good  
condition as the same now are; that no improvements now on or which may  
hereafter be placed on said premises shall be removed or destroyed before  
the entire purchase price has been paid; that all improvements which may  
hereafter be placed on said premises shall be done in full compliance with  
the laws of the State of Oregon and the ordinances of the County of Klamath;  
that the Vendee shall pay regularly and seasonably and before the same shall

become delinquent all taxes, assessments, liens and incumbrances of whatsoever nature and kind and agrees not to suffer or permit any part of said premises to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the Vendor in and to said property; that so long as this Agreement remains unpaid or unperformed he will not sell or assign this contract or sell or agree to sell said premises without first obtaining the written consent of Vendor thereto, provided, however, that Vendor does hereby agree to furnish such consent upon delivery to him of a duly executed original copy of the assignment of this contract in form satisfactory to him and sufficient to transfer all of Vendee's right, title and interest in and to this agreement and the property covered thereby to assignee, together with the covenant of the assignee that he will assume, pay and perform and observe this agreement and each and every provision thereof.

Vendee further covenants and agrees as follows:

1. That he will not suffer or permit any unlawful, unsightly or offensive use to be made of said premises nor will he suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.
2. That he will use said premises solely as a residential or summer home site; unless prior written consent of the Vendor first had and obtained.
3. That said premises shall never be subdivided nor shall any less portion than the whole thereof ever be sold, leased or conveyed.
4. That no building shall be erected contrary to the said back lines as set forth on the map thereof duly recorded, and that all wells shall be installed within twenty-five (25) feet of said lot's frontage.
5. That the foregoing covenants are appurtenant to, and for the benefit of each and every other lot, part or parcel of land in said EVERGREEN ACRES, and shall forever run with the land and shall bind the premises herein sold for the benefit of each and every other lot, part or parcel of land in said EVERGREEN ACRES, and that these covenants shall be incorporated in each and every deed hereafter executed for the purpose of conveying these premises.

Vendor covenants and agrees that upon the full and faithful performance of this agreement by Vendee that he will make and execute in favor of Vendee, a good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of the date of this agreement of all incumbrances except those above set forth which Vendee assumes and will deliver the same to Vendee together with the owner's title insurance policy insuring Vendee's title in penal sum equal to the purchase price herein set forth upon demand.

PROVIDED, FURTHER, that it is mutually understood and agreed as follows:

That possession of the above described real property shall vest in the Vendee upon the execution hereof. Title, however, shall remain in Vendor until payment in full of the purchase price due hereunder.

Time shall be of the essence of this agreement and if the Vendee shall fail, refuse or neglect for a period of sixty (60) days to pay either or any of said installments, as the same becomes due, or shall fail to keep and perform any of the agreements herein contained, or should they breach

any of the reservations herein contained, then all of the rights of the Vendee in and to said property and under this contract shall, at the Vendor's option, immediately and utterly cease to determine, and the property herein described shall revert to and revest in Vendor without any declaration of forfeiture or act of reentry, or without any other act by Vendor to be done or performed, and without any right of Vendee of reclamation or compensation for money paid or for improvements made on said premises as fully perfected and absolutely as if this agreement had never been made, and all money theretofore paid to Vendor under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to Vendor as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and the liquidated damages to Vendor for Vendee's failure to complete this contract.

In case suit or action is taken to enforce any provisions of this agreement, Vendee agrees to pay, in addition to the costs and disbursements provided by law, such sum as the Court may adjudge reasonable for Vendor's attorney's fees therein.

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 and the seals of the parties the day and year first herein written.

Weston Thorsen (SEAL)  
WESTON THORSEN

\_\_\_\_\_  
(SEAL)  
VENDOR

Bill Harpe (SEAL)  
BILL HARPE

Peggy Harpe (SEAL)  
PEGGY HARPE  
VENDEE

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 4 day of January, 1980 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Weston Thorsen and Bill Harpe & Peggy Harpe

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.  
DONNA K. RICK  
NOTARY PUBLIC-OREGON  
My Commission Expires 12/1/83 Notary Public for Oregon.  
My Commission Expires \_\_\_\_\_

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Return to:

TA - Donna

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 7th day of January A.D., 1980 at 11:10 o'clock A M., and duly recorded in Vol. M80, of Deeds on Page 233.

FEE \$10.50

WM. D. MILNE, County Clerk

By Bernice A. Hetsch Deputy