38-2041 7-M Vol. <u>M80</u> Page November 19 79 by and between 79079 This Agreement, made and entered into this 38th day of FORT COE COMPANY, an Oregon corporation , hereinafter called the vendor, and MILLER nannann afnach shirearac indir dag som som so er the second shall tall to make the parameter of acade of any of them, principally and used the suffer the state hereinater called the vendee. hereinater called the vendee. hereinater called the vendee. a de na brance brankla in a de la secono di dal carement, ban vendar indi bras de diverta in delavit, manut (1) Ta Presione de control en divit la prisate e aquivi (1, 2 de nov un un paid fatance de divider un providar Vendor 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: A portion of Lots 1 and 2, Block 38, of ORIGINAL TOWN OF LINK-VILLE, now City of Klamath Falls, in the County of Klamath, State of Oregon, more particularly described as follows: Beginning on the Southwesterly line of Seventh Street at a point 50 feet North-west of the most Easterly corner of Lot 1, Block 38, of ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, Oregon; thence North-westerly along the Southwesterly line of Seventh Street, 65 feet thence Southwesterly at right angles to Seventh Street, 81 feet; thence Southeasterly parallel to Seventh Street, 65 feet; thence Northeasterly at right angles to Seventh Street, 81 feet to the sa amplace of beginninger apablic Lore rules welleg to ad as muchting you of sections and the section of the se Brock my dealer Chi SAVING AND EXCEPTING, the Northwesterly 5 feet thereof hereto-fore conveyed to the City of Klamath Falls, a municipal corporation. at and for a price of \$ 95,000.00 Yup provole as follows to with the second seco indian with the four second and main any rate collary, and in action had beautions of a vestion with reactions of . course of hos calcuster of saturator of louing all shifter has used of noder as finds hereing strengt are asuper or gilampo, vieras borrei decisivity est adme et Belland fras heminael shom ed lloñe septimis hellopamyr. Ibr sauraes und bre \$ 9,500.00 state the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 85,500.00 with interest at the rate of 10 % per annum from date of closing payable in installments of not less than \$ 750.00 per month in clusive of interest, the first installment to be paid on the 7th day of February 19 30 and, a further installment on the 7 th day of every 6.00 n th , thereafter until the full balance; and interest me paid In addition to the payment due hereunder, Vendee shall pay all taxes and insurance as they become due: 7-In the event. Vendee does not pay said taxes and insurance, Vendor may, at its option, pay the same and add said sums so paid back to the principal of this contract; said sums so added to bear interest at the rate provided herein. őbaó%. blow finds robust ban . stored robust 10 notice; ins S. 1 88.20 Vendoe to make said payments promptly on the dates above named to the order of the vendor, or the COLEAS

survivors of them, at the

ಾರ್

at Klamath Falls,

SERVER BRANDSMISS

Oregon: to keep said property at all times in as good condition as the same new are, that no improvement new 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 Vendor copy to Vendee that vendee shall pay regularly 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 date of closing.

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 date of closing.

Vender 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 25 SCL for th in Said Warranty Deed.

TETATOON which vendee assumes, and will place eadd deed

<u>_</u>

said instruments to vendor.

mesident

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

NOVER DE VO 25 PL TOURSYON

aid: otal baratus and above . Dividing and

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost revenue stamps from final payments made hereunder.

day of

18-20417-199

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 agrooment, 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 revest 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 it 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 exorcise any of the foregoing rights.

And in case, suit or action is instituted to foreclase this contract or to enforce any lof 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

...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. U(, (1) 2 , (

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their the parties hereto and their and the parties hereto and their and the parties hereto and respective heirs, executors, administrators and assigns.

Itois acknowledged by the parties hereto that there is a certain existing Contract, dated Augustur, 1978, Tecorded August 25, 1978 in Book M-78, page 18880, wherein keith Rice, Inco as Vendor and Fort Coe Company, as Vendees, the Vendor's interest in said contract was assigned by instrument dated July 17,51979, recorded August 99,1979, Book M-79, page 18993 to Estate of Keith Ed Rice, deceased, which Contract shall be the sole obligation of Vendor herein, and Vendor shall hold Vendee harmless thereond of benen evode acted and ylignors along the element of the second deal

ella't directa falls.

Creation to been contractive and all times in as good condition of the same new ore that no improvement one on which bis hird and only only estimated in roled bayetise is fevered ed this of the only bin an error of etheres the the well receive will be kept incured in comparios approved by varidet - frammet lots of demore by fire in a contract bins amongs your started a local an soliton of the payed and the payed and the Start Start and Start and said vinderer yns linde eaterer infe permit of very service to be Held Very or copy to Very co aster many being and the second area in the second of the second of the second of the second in the second of the Taxes to be prorated as of date of closing. brix time ounse mycollarw lo

and senses not to miller or percell, any part of sold property is because jublect to any trace, cases ments that charges is incontrations what enver having presedence over tights of the varies in and to end property. Vendus shall be estimated an intervention of preserving so of doing of closing.

nion herod make and execute inclured of valides good and cultations was not dead encivoying u Witness the hands of the parties the day, and year, first herein written. FOR? resident

ctary boah th west bro

υĭ

pai to made to environe

ence all a realized

WILLIAM P. BRANDSNESS

ATTORNEYS AT LAW

women i411, PINE STREET in the more of ello? diamets to

KLAMATH; FALLS: OREGON, 97601 ndt sobled wordee blos enloutient tebled wordee blos of trabalating energies of the flars TELEPHONE, 503/882-5501 rog stift to encutivant for same for state enclosed at a the state state of a state and the second for the cose of delayed by verdee rold for on builder could be dealed

的现在分词

FORM No. 24-ACKNOWLEDGME	NT-CORPORATION.		03680 ITEVENS-MA	SE LAW PUR CO., PORTLAND
STATE OF OREGON,	ِ ۱			
County of Klamath	5 5.		анан алар (1996) - Алар (1996) Илт	
pefore me appeared. Hal	J	On this	4th day of January	, 19_80,
Bonnie Co				and
luly sworn, did say that he	e, the said hall GOE	2 - Carry C. Carroll, S. C. C. C. C. Barrer, C.	both to me personally kno	이 말을 가 물건을 받는 것
s the Secretary 11. Cubu	LEL OF TULL UDE.	Gompanv	그는 사람들은 것 같은 것이 가지 않는 것이 같다.	
ne wittun nameu Corpora	lion. and inat the seal a	affired to end inst	menname in direction of the second se	
of Directors, and Hal	Cue.	sealed in behalf of and	of said Corporation by author Bonnie Coe	ty of its Board
cknowledged said instrum	ierk, to be the nee act.	and deed of said	Corporation.	
에 가장 이 것이 있는 것이 같아요. 같은 것은 것은 것은 것이 같은 것이 같이 같아요.	IN_TESTI	MONY WHERE	OF, I have hereunto set my	hand and seal
홍 영 공항 이 감소가 누구들을		the day and	I year last above written.	이는 사람을 알았다. 같은 것은 사람은 사람을 가지?
	$\mathcal{T}_{\mathcal{T}}_{\mathcal{T}_{\mathcal{T}_{\mathcal{T}_{\mathcal{T}_{\mathcal{T}_{\mathcal{T}}_{\mathcal{T}_{\mathcal{T}_{\mathcal{T}}}}}}}}}}$	hd	rlene Y. Ad	dirigton
		My commis	Notary Public ssion expires March 22, 1	for Gregon. 981
named	***************************************	and for said Cour	y ofDecember nty and State, personally appe	ared the within
L. Mil	.ler			
known to me to be the	identical individual	described in an	d who: lexeryted the within	instrument and
acknowledged to me that	execute	u the same treelv.	and voluntarily: OF, I have hereunto set my hu	
슬람 물감 주말에서 여름다.	이 사람이 가려지 않는 것은 것이다. 같은 것은 것이 같은 것이 있는 것이 같이 있다.	my official	sear the day and year last a	and and affixed
사람을 중요하고, 사람들이 있는 것 같은 것은 것은 것은 것을 같은 것을 같이 같이 같이 있다.		د ایک	A STAN	bove written.
	승규는 것은 것이 같을 것이 같을 것이 같을 것이다.	Elti	Ele Druth	
사람이 있는 것이 물건이 있는 것이 있다. 것이 아파 관계에 가격하는 것이 있는 것이 있다.	가장에 알려도 전설을 관리하는 것이라. 일을 같은 것은 것은 것이가 가운데 관리하는 것이다.	E.C.	Notary Public for Oregon	
		My Comm	nission expires 41/82	ار در ۵۰ میروند. همچنین بینویی در ۱۹
		11,0		
	TATE OF OREG	DN; COUNTY O	F KLAMATH; 85.	
	iled for record at	request of \underline{T}	ransamerica Title Co.	
T #	mis <u>7th</u> day of	F <u>January</u>	A. D. 1980_ at3:1%′cloc	ki PM., an-
	uily recorded in V	ol. <u>180</u> , of	승규는 승규는 물건을 많이 잘 많은 것이 하는 것이 같다.	상학 그 나는 것이라. 네는 것이는 나 것이야?
	이 가슴이 가슴을 가지 않는 것을 것을 했다. 같은 것은 것은 것은 것은 것을 가지 않는 것이 같이 없다. 같은 것은 것은 것은 것은 것은 것은 것은 것이 없다.		Wm D. MILNE, Co	ounty Cleri
	같은 사람이 가지 않는 것을 들었다. 이것 것 같은 동물 위에 알 아프 사람이 다니 것이 같이.		By Dernetha Apels	ch
		Fee \$10.50		