

73071  
**This Agreement,**

38-20417-M Vol. 1780 Page 314  
made and entered into this 28th day of November, 1979 by and between

**FORT COE COMPANY, an Oregon corporation,**

hereinafter called the vendor, and

**L. MILLER**

hereinafter called the vendee.

**WITNESSETH**

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 LINKVILLE, 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 place of beginning.

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 payable as follows, to-wit:

\$ 9,500.00 at 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 inclusive of interest, the first installment to be paid on the 7th day of February 1980 and a further installment on the 7th day of every month thereafter until the full balance and interest are paid. In addition to the payment due hereunder, Vendee shall pay all taxes and insurance as they become due. 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.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the

at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement now 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.

Vendor 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 as set forth in said Warranty Deed.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Western Bank,

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 said instruments to vendor.



## FORM No. 24—ACKNOWLEDGMENT—CORPORATION.

OSGEO STEVENS-NESS LAW PUB. CO., PORTLAND

STATE OF OREGON,

County of Klamath } ss.  
 before me appeared Hal Coe  
Bonnie Coe  
 both to me personally known, who being  
 duly sworn, did say that he, the said Hal Coe  
 is the President, and he, the said Bonnie Coe  
 is the Secretary Treasurer of Fort Coe, Company  
 the within named Corporation, and that the seal affixed to said instrument is the corporate seal of said Corporation, and that the said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors, and Hal Coe and Bonnie Coe  
 acknowledged said instrument to be the free act and deed of said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and seal  
 the day and year last above written.

W. Darlene J. Addington  
 Notary Public for Oregon.  
 My commission expires March 22, 1981

STATE OF OREGON,

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.County of Multnomah } ss.

BE IT REMEMBERED, That on this 12 day of December, 1979,  
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
 named L. Miller

known to me to be the identical individual described in and who executed the within instrument and  
 acknowledged to me that he 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.

C. G. Smith  
 Notary Public for Oregon.  
 My commission expires 6/1/82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

On this 7th day of January A. D. 1980 at 3:18 clock PM., and  
 duly recorded in Vol. M80, of Dodge on Page 314

Wm D. MILNE, County Clerk

By Bernetha A. Kelsch

Fee \$10.50