

This Agreement, made and entered into this 9 day of January, 1980 by and between

JAMES R. HOWLAND and SHELTON O. HOWLAND, husband and wife, hereinafter called the vendor, and

PETER RODRIGUEZ, and M. LOIS RODRIGUEZ, husband and wife hereinafter called the vendee.

WITNESSETH

Vendors agree to sell to the vendee and the vendee agrees to buy from the vendor: So all of the following described property situate in Klamath County, State of Oregon, to-wit: Lots 1 and 2, Block 26, TOWN OF MERRILL, in the County of Klamath, State of Oregon

at and for a price of \$ 39,000.00 payable as follows: to-wit: of rebated interest payable in installments of not less than \$ 300.00 per month, inclusive of interest, the first installment to be paid on the 10th day of February, 1980, and a further installment on the 10th day of every month thereafter until the full balance and interest are paid.

The balance is to be all due and payable at the end of 10 years, January 10, 1990.

of this agreement, the receipt of which is hereby acknowledged; \$ 33,000.00 with interest at the rate of 10 % per annum from January 10, 1980 payable in installments of not less than \$ 300.00 per month, inclusive of interest, the first installment to be paid on the 10th day of February, 1980, and a further installment on the 10th day of every month thereafter until the full balance and interest are paid.

The balance is to be all due and payable at the end of 10 years, January 10, 1990.

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 Klamath First Federal Savings and Loan Association of 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 Vendors 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 January 10, 1980.

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 January 10, 1980.

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 Vendors shall hold the Warranty Deed in their possession until the Contract is paid in full, at which time Vendors shall deliver said Warranty Deed to Vendee herein.

at Klamath Falls, Oregon and shall enter into written escrow instructions and will place said deed together with one of these agreements in escrow at the Klamath First Federal Savings and Loan Association at Klamath Falls, Oregon, and shall enter into written escrow instructions

inform satisfactory to said escrow holder instructions 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 instruments to vendor.

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

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 agreement, 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 reversion 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 if 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 exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of 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 such appeal.

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.

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.

Failure by vendee to pay the taxes on the property when due, or failure of Vendee to insure the property shall constitute a default upon this Contract, which shall be immediately actionable by the Vendors.

It is agreed that this property is subject to a certain Trust Deed dated June 7, 1976, recorded June 24, 1976 in Book M-76, page 9537, wherein Patricia A. Nordeen is Trustor and Hazel M. McNeill and Leonard R. McNeill are Beneficiaries, which Trust Deed shall be the sole obligation of Vendors and which the Vendors shall pay in full prior to delivery of Deed to the Vendees herein.

WITNESSETH that the above and foregoing contents of this instrument are the true and correct contents of the same as the same were read and explained to the undersigned and they understand the same and agree to the same.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Klamath, State of Oregon, this 10th day of June, 1976.

Witness the hands of the parties the day and year first herein written.

WILLIAM P. BRANDSNESS
XANDRENBURG AND BRANDSNESS

ATTORNEYS AT LAW
4111 PINE STREET, SUITE 200, Klamath Falls, Oregon 97603

KLAMATH FALLS, OREGON 97603
TELEPHONE 503/882-5501

Patricia A. Nordeen
Hazel M. McNeill
Leonard R. McNeill

STATE OF Oregon } ss. January 11, 1980.
 County of Klamath }

Personally appeared JAMES R. HOWLAND and SHELTON O. HOWLAND, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Notary Public for [Signature]
 My Commission expires: 2/14/81

STATE OF OREGON)
 County of Klamath) ss. January 9, 1980.

Personally appeared the above-named PETER RODRIGUEZ and acknowledged the foregoing instrument to be his voluntary act. Before me:

[Signature]
 DONNA K. NICK Notary Public for Oregon
 NOTARY PUBLIC-OREGON My Commission expires: 7/21/83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Transamerica Title Co.
 this 11th day of January A. D. 1980 at 3:38 clock P M., and
 duly recorded in Vol. M80, of Deeds on Page 583

Wm D. MILNE, County Clerk

By Bernetha Whitehead

Fee \$10.50

return to: TA Donna
 taxes to: Peter Rodriguez
 811 Pine Grove RD
 K Falls