

This Agreement, made and entered into this 10th day of January, 1980 by and between
 THEODORE J. PADDOCK and RALPH A. CRAWFORD & JOAN E. CRAWFORD, husband
 hereinafter called the vendor, and and wife,

WILLIAM H. SMITH and BETTY J. SMITH, husband and wife,
 hereinafter called the vendee.

WITNESSETH,
 that the Vendor agrees to sell to the vendee S and the vendee S agrees to buy from the vendors all of the
 following described property situated in Klamath County, State of Oregon, to-wit: Lot 13, Grace Park, in the County of Klamath, State
 of Oregon to the vendee S and the vendee S agrees to buy from the vendors all of the

at and for a price of \$ 72,000.00 payable as follows: to-wit: \$ 10,000.00 at the time of the execution
 of this agreement, the receipt of which is hereby acknowledged; \$ 62,000.00 with interest at the rate of 10%
 per annum from January 15, 1980 payable in installments of not less than \$** per

clusive of interest, the first installment to be paid on the day of thereafter until the full balance and interest

19-- and a further installment on the day of every thereafter until the full balance and interest

are paid. ** See Addendum to Contract, attached hereto, marked as
 "Exhibit A" and by reference the parties that there is a certain County Road
 Assessment recorded April 11, 1978; Book M78, page 1381, which assessments
 shall be paid by Vendors and said sums so paid to be added back to the
 principal of this contract to bear interest at the rate provided herein.

Vendee S agrees to make said payments promptly on the dates above named to the order of the vendor, or the
 survivors of them, at the South Valley State Bank, 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 by Vendors copy to Vendees and 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 South Valley State 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.

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 re-vest 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.

It is understood that there is a certain Trust Deed dated April 29, 1963, recorded May 2, 1963, Book 217, page 97, wherein Jammie Lee Hargrove & Sharon Lee Hargrove are Trustors and Pacific First Federal Savings & Loan Association is Beneficiary, which Trust Deed shall be the sole obligation of the Vendors herein and Vendors shall hold Vendees harmless thereon.

It is further understood that there is a certain Second Mortgage dated March 5, 1976, recorded March 8, 1976, Book M-76, page 3239, wherein Theodore J. Paddock, Mary Paddock, Ralph A. Crawford and Joan E. Crawford are Mortgagors and Orval K. Musgrove & Fern M. Musgrove are Mortgagees, which Mortgage shall be the sole obligation of the Vendors herein and Vendors shall hold Vendees harmless thereon.

In addition to the principal and interest, the monthly payments set out herein shall include real property taxes. Vendors shall pay the real property taxes as they become due and add said sums back to the principal of this Contract. Said sums to bear interest at the rate provided herein.

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

Theodore J. Paddock

Ralph A. Crawford

Joan E. Crawford

William A. Smith

Betty J. Smith

VANDENBERG AND BRANDNESS
ATTORNEYS AT LAW

411 PINE STREET
KLAMATH FALLS, OREGON 97601

TELEPHONE 503/882-5501

W.H.S.
1978
JP

807

STATE OF OREGON)
County of Klamath) ss. January 10, 1980.

Personally appeared the above-named THEODORE J. PADDOCK and RALPH A. CRAWFORD and JOAN E. CRAWFORD, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Susan C. Patten
Notary Public for Oregon
My Commission expires 11/2/82

Oregon & P.
STATE OF ~~CALIFORNIA~~)
County of Klamath) ss. January 14, 1980.

Personally appeared the above-named WILLIAM H. SMITH and BETTY J. SMITH, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

Susan C. Patten
Notary Public for Oregon
My Commission expires 11/2/82

ADDENDUM TO CONTRACT

808

PADDOCK/CRAWFORD - SMITH

PAYMENT SCHEDULE:

Not less than \$400.00 per month, inclusive of interest at the rate of 10% per annum, the first installment to be made on the 15th day of February, 1980 and a like payment on the 15th day of each month thereafter to and including the 15th day of February, 1981 at which time the monthly payments shall be increased to the sum of \$500.00 per month, inclusive of interest at the rate of 10% per annum, first such payment to be made on the 15th day of March, 1981 and a like payment on the 15th day of each month thereafter to and including the 15th day of March, 1982, at which time the monthly payments shall be increased to the sum of \$600.00 per month, inclusive of interest at 10% per annum, first payment to be made on the 15th day of April, 1983 and a like payment on the 15th day of each month thereafter. The entire balance, both principal and interest, to be paid in full on or before the 15th day of February, 1990.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

This 15th day of January A. D. 1980 at 10:22 o'clock A.M., and

is recorded in Vol. M80, of Deeds on Page 805

Wm. D. MILNE, County Clerk

By Permythard Hetsch

Fee \$14.00