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neurities in ferm entripology to easy exclow holder, instructing sold holder lind PAUL A. COX and IRMA E. COX; husband and wife;

38-21013

hereinafter called the vendor, and

WALTER G. MCNAIR and RUTH J. MCNAIR, husband and wife, and the point of the second second and the subject of inter table and the second of the second secon

Wender agrees white 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 with Touch at the state of the s the source and several in version without any designation of torf name of only a transmission of without any

A parcel of land in the Wald SELNW of Section 2. Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows: en another of the second states of the second se An porter en la universitation andre out un production and the second and and a sub-construction of a sub-const

Beginning at a point on the West line of the SE4 of the NW% of Section 2, Township 39 South, Range 9 East of the Willamette Meridian, which is North 0°35' West 366.2 feet from the Southwest corner of said SE4 of the NW4 of Section 2; thence North 0°35; West along said West line a distance of 75 feet; thence North 89°25; East 135 feet; thence South 0°35; East 75 feet; thence South 89°25; West 135 feet to the point of beginning.

The issues and the second of second of second of second is the second of Subject to: Regulations, including levies, liens and utility assessments of the City of Klamath Falls; Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District; Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District; Reservations, restrictions, easements and rights of way of record and those apparent on the land, at and for a price of \$ 29,500.00) , payable as follows, to-wit: Fryshir Adamstrations of the de attended of of antim Live build de du contra ju

and have been provided the structure of of this agreement, the receipt of which is hereby acknowledged; \$ \$ 4,000.00 at the time of the execution per annum from February 15, 1980, 25,500.00 with interest at the rate of month , inclusive of interest, the first installment to be paid on the 15thday of March 9 % payable in installments of not less than \$ 230.00 19 80 and a further installment on the 15th day of every month per are paid. thereafter until the full balance and interest

The above-described property is sold in an "AS IS" condition. There are no warranties, express or implied, except for the vendors ownership of the

AFTER February 15, 1982, without penalty 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

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 insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee, copy to vendor, that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatscever nature and kind; that vendees will furnish a copy of the receipt showing

of whatscever nature and kind ; that ventue real property taxes paid to vendor; beeb bab ins. Ilerid and of the middle in subject to any large assessments, liens, charges or 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 not cut or remove any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said neritana tanya ji

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a

fee elmple tille to said property free and clear as of this date of all incumbrances whatsoever, except as above stated,) certify that the within humaning was received for second on the? The . day and and read to be been and a Distant of 22 Distance of 200 states of the

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which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum together with one of these agreements in secrow at the Klamath First Federal Savings and Loan

Association,

Arrest - Barrow

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if yendee 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, or had abbeen and bolies control and demana, surrender said instruments to vendor.

28-21013

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But in case 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: 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 the 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 if this agreement had never been made, (1999) to open the country of the states and the states of open the states open the states of open the states open the stat

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 or the

And in case suit or action is instituted to foreclose or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable

as attorney's fees to be allowed the prevailing party in said sull or action and or appeal, if an appeal is taken. Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision 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 to still a strange search is the search of the venues may be note in one person; that it the context so requires the singular pronoun shall be taken to mean and include the plural, the masculne, the feminine, and the neuter. so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the teminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally bigs add not provide a solid bits broost to you to statistical shall be made, as the statistical shall be added bigs add not be added as a solid bits broost to you to statistical shall be added as a solid bits and to individuals.

(i) Obe . 92 2 30 states of the bonefit of, as the circumstances may require, the parties hereto and their

respective heirs, executors, administrators and assigns.

t discission of a state the sension of which is hereby anticovered at 00,000,8 \$ 100 anan ira Schrunzy 15, 1980, at the time of the execution 25,500,00 with interest at the rate of °5 č paraiso in meralimente at val leas than y 230.00 Trainers & manual the first installment to be read on the 15thday of March 19 32 out a father instaliant on the 15ch dup of every though 190 threadier and the full holes and interest

The above-'secrified property is sold in an "AS 18" coverticie. There are Wilness the hands of the parties the day and year first herein written. I can the analytication

Valter G. sattrace price cd. McNair Conta sucho solos esta co regresa theuth 100 ME Was villence

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Manual 2012 March 2010 (10 country to bound of the version of the open

and acknowledged the foregoing instrument to be ______ their___ act and deed.

110-5 (C) ^{14.17} the transferrer and the state of the state o Notery Public for Oregon Notery Public for Oregon Notery Public for Oregon Notery Public for Oregon 1182

Until a change is requested, all tax statements shall be sent to the following name and address; p paryovano con yourney destand on way areas to part a star with the rack has and tracked by by by Baltery G & Band Ruth, J. & McNair, specific to be the table to be the set to be and the set of the

I certify that the within instrument was received for record on the $7 th_{-}$ day of February 19 80atl: 30o'clock _ m and recorded in book MEO

fυ petur;

on page _____2466 ____ Record of Deeds of said County. From the office of Strate Strate to Vallog Caroling Winess My Hand and Seal of County Affixed. WILLIAM L. SISEMORE

First Federal Bldg. Into analyse? forober work't macuskin. D. Milne 540 Main Street Klamath Falls, Ore. 13.10

County Clerk - Recorder stoc 31 0 Fee \$7. (B) puty