35-21030 -M Mol. 80 Fage 2 - This Agreement, made and entered into this 8th day of February . 19 80 by and GARY D. PAETZ and SHELLEY L. PAETZ, husband and wife, hereinafter called the vendor, and LEROY C. SUESS and HELEN L. SUESS, husband and wife, ben einer beim erk noor binn, villeibenig intel te open is sizerige kinemigrat erhooden ist lich ister erhoer vor-hereinofter called here verder. - 29 Mill CRATTAL HELE FLO of (I) and it another of and all and house that an area for the la analysis of a constraint of a second or and a second brought for which shall be an an area of a second brought for the second brought for t Nendos agrees white sell to the vendeeS wand the vendeeS waagrees in to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon, to with the state is estimate described property situate in Klamath County, State of Oregon, to with the state is a state of the state of th bus embrudes hun anen geste state momenter shi robut voy teb gobbey te toyot al possive mult as bottoms prive a aster van weeden her a Lote 15; Block 14; Tracte No. m1108; SEVENTH ADDITION TO a set SUNSET VILLAGE; in the County of Klamath; State of Oregon about nord we should be not be started if this super nord never been indie of gone never and the provides of default second the provides to become value. Youda's may take provide at the test the the t ere a constant and presenting the grapative and the escarity transmit therein, and in the event possible to be entried by steps on an interaction of the second of the second of the second second second of the second of the presson common presson and more the firm for day of its express and visional at pressing a method to be affect i roy is near the order of this sector and this sound and such and she will your may adjudge to manifold an address's and to form and any horizon of an and the main and the sales of the sales of the any horizon of sales of a sale no east e manuel al part of the sum and the application where the application and the an plaintiff another of t llate toprost anothing in the notaev ve componented studies of their year to tobart vel statist and a state at and for a price of \$ 68.,000.00 avery apayable as follows; to wit: a reduced there are diant military out to protew in one of monthering there are to derived pethonomies and to make a loss of allterres and transformed that reading any reaction and the reader of the provided and the provident of the ine eine ado bra, antainad, ado califantaria ado antain ado abatant bar many il mata, ad Inde avanato quar. glimps your word subcruip add class of backard bob beiness when an interest inde wears of the state of the execution \$13,600.00 class at the time of the execution of this agreement, the receipt of which is hereby acknowledged; 54,400.00 with interest at the rate of 93/4 % payable in installments of not less than \$ 516.25 month , in clusive of interest, the first installment to be paid on the 15thay of March per 201980/ and a further installment on the 15th day of every MONth Chereafter until the full balance and interest are paid Vendors herein shall pay the taxes upon the above-described property and the Vendees herein agree and promise to reimburse Vendors with said payments within 30 days of presentation of paid receipts. In the event

Vendees fail to make said payments upon demand, Vendees shall be in default the move-described property duted October 25, 1937, recorded October

Ver.dee) (agrees ) Oto make said payments promptly on the dates above named to the order of the vendor, or the B survivors of them, for the Klamath First Federal Savings and Loan Association, ili be the obligation of Venders to pay and save Vendees hermines 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 indition indipension in the second in the second in the second of the second in the second interests may appear, said policy or policies of insurance to be held Vendors copy to Vendees of that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all (taxes, assessments, liens and incumbrances glane . I of whatsoover nature and kind Goo Taxes to be provated last 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

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Klamath First Federal Savings & Loan Association,

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 escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall, on demand, surrender

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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 aloresaid 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. Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the pur-

pose 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 walved 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. 00.000, c1s

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

This agreement shall bing and intre to the post of a maniford fall of assention to the post of the pos It is understood and agreed by the parties hereto that in the event the Vendees

shall sell, lassign or in anyway transfer the above described property or any interest therein, that the entire sum of principal and interest shall become immediately due and payable at the option of the Vendors and 30 arch us unitial solution

It is further understood and agreed by the parties hereto that there is a certain Trust Deed upon the above-described property dated October 25, 1977, recorded October 26, 1977, in Book M-77, page 20515; wherein Ivan 0. Lashley & Marie L. Lashley are Trustors, William Sisemore is Trustee and Klamath First Federal Savings & Loan is Beneficiary, which Trust Deed shall be the obligation of Vendors to pay and save Vendees harmless thereon. In the event Vendors fail to make the payments on said Trust Deed the Vendors may make said payments and receive credit therefore under this contract.

In the event Vendees are more than 15 days. Late on any one payment due hereunder, they shall be liable to Vendors' for any additional expenses that Vendors would have due to late payment upon the above mentioned. Trust Deed. Any payments that are not made Findees a most MO las within thirty (30) days of the due date shall (cause this contract to be in default.

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and a band vienner melatilite but bein calcasy is invol at emerso but aunit loarge activities in a band the ang Witness the hands of the parties the day and year first herein written.

WILLIAM P. BRANDSNESS XXANDENCENNERANNANKAR DECEL de san fil

WOTTER 4110 PINESSTREET lines but anyond all f anonably on with the works KLAMATH FALLS , OREGON , 97.60 Had and and a finite the particulture and the base of the set eurolan Faarsa BodgTELEPHONE 503/882-5501,000 cull là durallar i terra autori sull'Allar completancai ar acter estado y all'un culla sociale de seconda

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STATE OF Oregon ss. February <u>9</u>, 1980. County of Klamath Personally appeared the above-named GARY D. PAETZ and SHELLEY L. PAETZ, Husband and wife, and acknowledged the foregoing instru-ment to be their voluntary act. Before me: OTARY. Z Notary My Commission expires . . . . . . Dregan STATE ÖF February <u>13</u>, 1080. ss. County of 17/amath Personally appeared the above-named LeROY SUESS and HELEN L. SUESS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me: TANY S r, Notary My Commission expires Net: TRANSAMERICA Title ENS. CO. 3940 DO. 6th St. KLAMATH FAILS, ORESON 97601 TAXES: RARAY C. & NELEN L. SUESS 3634 RAMARADA KLAN. 2TH PAUS, OR CA ON 97601 OF OREGON; COUNTY OF KLAMATH; 55. ied for record at request of \_\_\_\_\_\_\_ Transaemrica Title Co.\_\_\_\_\_ mis \_14th. day of \_\_\_\_\_ February\_\_\_\_\_ A. D. 1930 of 10:48 clock M., or \_\_\_\_ on Page 2958 the recorded in Vol. MS0 ...... of \_\_\_\_ Deeds\_ By Sernethar Afitado

Fee \$10.50

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