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This Agreement,

made and entered into this

8th

day of

Vol. 80

Page

2958

19 80 by and between

GARY D. PAETZ and SHELLEY L. PAETZ, husband and wife,
hereinafter called the vendor, and

LEROEY C. SUESS and HELEN L. SUESS, husband and wife,
hereinafter called the vendee.

WITNESSETH

VendeeS agrees to sell to the vendeeS and the vendeeS agrees to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon, to-wit: Lot 15, Block 14, Tract No. 1108, SEVENTH ADDITION TO SUNSET VILLAGE, in the County of Klamath, State of Oregon.

and for a price of \$ 68,000.00, payable as follows: to-wit: \$ 13,600.00 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 9 3/4 % per annum from date of closing payable in installments of not less than \$ 516.25 per month, in clusive of interest, the first installment to be paid on the 15th day of March 1980, and a further installment on the 15th day of every month thereafter 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 under the terms of this contract. Vendors copy to Vendees of that vendee shall pay regularly 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 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 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.

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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 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 and agreed by the parties hereto that in the event the Vendees shall sell, assign 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.

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 O. 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 therefor 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 within thirty (30) days of the due date shall cause this contract to be in default.

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

WILLIAM P. BRANDSNESS
VENDOR
ATTORNEYS AT LAW

411 PINE STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE 503/882-5501

[Signature: Ivan O. Lashley]
[Signature: Marie L. Lashley]
[Signature: William Sisemore]
[Signature: Klamath First Federal Savings & Loan]

STATE OF Oregon }
County of Klamath } ss. February 8, 1980.

Personally appeared the above-named GARY D. PAETZ and SHELLEY L. PAETZ, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:

W. Darlene V. Addington
Notary Public for Oregon
My Commission expires: 3-22-81

STATE OF Oregon }
County of Klamath } ss. February 13, 1980.

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:

W. Darlene V. Addington
Notary Public for Oregon
My Commission expires: 3-22-81

Net: TRANSAMERICA TITLE INS. CO.
3940 SO. 6th ST.
KLAMATH FALLS, OREGON 97601

TAXES: LARRY C. & HELEN L. SUESS
3634 LANARADA
KLAMATH FALLS, OREGON
97601

OF OREGON; COUNTY OF KLAMATH; ss.
led for record at request of Transamerica Title Co.
this 14th day of February A. D. 1980 at 10:48 o'clock A M., on
file recorded in Vol. 180, of Deeds on Page 2958

Wm D. MILNE, County Clerk
Susan H. Hirsch

Fee \$10.50