


FRONTIER
 REAL ESTATE

This Agreement, made and entered into this 3d

day of April, 19 80 by and

ROBERT C. DICKEN,

hereinafter called the vendor, and

DANNY DANIEL,

hereinafter called the vendee.

WITNESSETH

Vendor agrees to 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-wit:

Lots 6 and 7, Block 1, STEWART.

Subject to: Regulations, including levies, liens and utility assessments of the City of Klamath Falls; Sewer and water use charges, if any, due to the City of Klamath Falls; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any; and also subject to a prior contract of sale wherein Fred V. Camp et ux and Bert A. Walker et ux, are sellers, and vendor herein is purchaser, which said contract vendee herein DOES NOT assume, and vendor covenants and agrees to hold him harmless therefrom;

at and for a price of \$ 35,000.00

payable as follows, to-wit:

 of this agreement, ~~the price of which is hereby acknowledged~~ \$ -0- at the time of the execution
 per annum from April 4, 1980 \$ 35,000.00 with interest at the rate of 12 %
 month inclusive of interest, the first installment to be paid on the 4th day of May
 19 80 and a further installment on the 4th day of every month thereafter until the full balance and interest
 are paid.

Purchaser accepts the property in an AS IS condition.

 Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~XXXX~~
~~at the~~ at the Security Savings and Loan Association,

 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 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 whatsoever nature and kind

 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
 property immediately.

 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 above stated,

 EXCEPT said above-described contract of sale
 which vendee assumes, and will place said deed and purchaser's policy of title insurance in sum
 of \$35,000.00 covering said real property,
 together with one of these agreements in escrow at the Security Savings and Loan Association,

at Klamath Falls, Oregon

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all enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when
vender 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.

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: (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 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 in-
terest 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.

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 waived his right to exercise any of the foregoing rights.

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 suit 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 pro-
vision 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.

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

STATE OF OREGON
County of Klamath

ss.

April 7, 19 80

Personally appeared the above named Robert C. Dicken and Danny Daniel

and acknowledged the foregoing instrument to be their act and deed.

Return to Frontier Title

Before me:

Juan B. Putnam
Notary Public for Oregon

My commission expires: 8-23-81

Until a change is requested, all tax statements shall be sent to the following name and address:

Danny Daniel, P. O. Box 5128, Klamath Falls, Oregon 97601

State of Oregon, County of Klamath
I certify that the within instrument was received for record on the 8th day
of April 19 80 at 11:14 o'clock A. m and recorded in book M80
on page 6536 Record of Deeds of said County.

Witness My Hand and Seal of County Affixed.

Wm. D. Milne

County Clerk - Recorder

Bernetha M. Heloch
Deputy

Fee \$7.00