53076

day of

Vol. 80 Page 6827-April , 19 80 by and between

This Agreement, mode and entered into this 1st THEODORE E. DICKEN,

hereinafter called the vendor, and

JOHN L. HUFFMAN,

hereinafter called the vendee.

WITNESSETH

all of the to buy from the vendor to sell to the vendee and the vendee ag1998 Vender agrees following describea property situate in Klamath County, State of Oregon, to-wit:

Lot 16, Block 17, TRACT NO. 1127, NINTH ADDITION TO SUNSET VILLAGE, in the County of Klamath, State of Oregon.

SUBJECT TO: Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded January 25, 1978, in Book M-78 at page 1523: Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Ninth Addition to Sunset Addition; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any; and also subject to a Trust Deed recorded December 29, 1978, in Book M-78 at page 28988, wherein vendor herein is Trustor, Transamerica Title Company is Trustee and First National Bank of Oregon is Beneficiary, which Trust Deed vendee herein hereby expressly assumes and agrees to pay according to the tenor thereof as same becomes payable and the note

accompanying it; at and for a price of \$ 81,500.00 , payable as follows, to-wit: \$58,095.63 by assumption of the above-described Trust Deed,

at the time of the execution s -0with interest at the rate of 12% % of this agreement, the xacedeexac weblack and a second payable in installments of not less than \$ 1000.00 per per annum from April 1, 1980, month . inclusive of interest, the first installment to be paid on the 1st day of Mary Aprilthereafter until the full balance and interest 280, and a further installment on the 1st day of every month W are paid.

to make said payments promptly on the dates above named to the order of the vendor,XXXXXX agteos Vendee

at Klamath Falls,

Cregon; 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 sfull 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

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 precodence 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.

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Vendor will furnish vendee with a good and sufficient warranty deed when this contract has been fully paid and performed.

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But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the reat the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of p strict performance being declared to be the essence of this agreement, then vendor shall have the follow foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance in mediately (3) To specifically enforce the terms of the agreement by suit in equity: (4) To declare this contract national specifically enforce the terms of the agreement by suit in equity: any of such cases, except exercise of the right to specifically enforce this agreement by sult in equity, all the terest hereby create or then existing in lavor of vendee derived under this agreement shall utterly coase and it. the premises aforesaid such revert and revest in vendor without any declaration of forfeiture or act of reentry, and without a 90 m other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid to f 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 or the p pose of protecting and preserving the property and his security interest therein, and in the event possession is so taken in 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 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 atterney'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 herounder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a walver 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

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.

Winness the hands of the parties the day and year first herein written STATE OF OREGON April 19 80 County of Klamath

Ferionally appeared the above named THEODORE E. DICKEN,

and acknowledged the foregoing instrument to be his act and doed

Notary Public for 4_ My commission expires: ____ 7 -80

Until a change is requested, all tax statements shall be sent to the following name and address: John L. Huffman, 121 So. Sixth Street, Klamath Falls, Oregon 97601

I certify that the within instrument was received for record on the 10th day of April 19 80 at 4:28 octockP m and recorded in book M80 on page ______ Record of Deeds of said County.

From the office of CRANE & BAILEY Attorneysat Law 540 Main Street Klamath Falls, Oregon 97601

Witness My Hand and Seal of County Affixed. Wm. D. Milne County Clerk - Recorder)ernetha Addetach Deputy Fee \$7.00