

April , 19 80 by and between

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

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;

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at Klamath Falls.

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.

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[illegible]

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But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the times at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment, strict performance being declared to be the essence of this agreement, then vendor shall have the following remedies: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the rights and interest hereby created or then existing in favor of vendee derived under this agreement shall utterly cease 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 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 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 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.

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

[Signature of John L. Huffman]
John L. Huffman

STATE OF OREGON
County of Klamath

ss. April 1, 19 80

Personally appeared the above named THEODORE E. DICKEN,

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

Before me: *[Signature of Notary]*
Notary Public for Oregon
My commission expires: 9-12-80

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

State of Oregon, County of Klamath

I certify that the within instrument was received for record on the 10th day of April 19 80 at 4:28 o'clock P. m and recorded in book M80 on page 6827 Record of Deeds of said County.

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

Witness My Hand and Seal of County Affixed.
Wm. D. Milne
County Clerk - Recorder
[Signature of Bernetha H. Heltsch]
Deputy
Fee \$7.00