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This Agreement, made and entered into this 13th, and day of an May. . 1980 by and between hereinafter called the vendor, and

LYLE C. LOGAN and PATRICIA M. LOGAN, husband and wife, hereingiter called the vendee.

A CONTROL OF THE CONT Vender agrees white sell to the vendee agrees to buy from the vender all of the wing described property situate in Klamath County, State of Oregon, to with the vender The many control of the state o es formes and an experience of the contraction of the contract to the contract to the contraction of the con

Lot 13 of Block 4, Riverview Second Addition, according to the official platethereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject to: Reservations, restrictions, easements and rights ALCOHOLIS TO CHO WIN SAN OF HER AND DESIGNATION OF MINERAL CONTRACTOR OF THE CONTRAC of way of record and those apparent on the land, if any;

The state of the s I meaning some construct thresho has a since commensate or a true than an unit of the partition of the property of the partition of the partit Tenton languar agrees that folios by whales at only time to require performance at any provision becaute and the contract the meaning of secondaries and entires of our fire a second first a second and the second second for an an

The rest these versus and neutrones of the same ter cames for the product of the In concentral with contract it is unconstant that conduct of the vandes may be more than one strike an income the is experience and connect it is insultanced tree connect the plance, the plance, the formation and the insultance of the plance, the formation and the insultance of the plance of the p de l'est par surfaire de l'estable de l'esta at and for a price of \$ 25,000.00

stantistical of the englishment of ed secretificação atotocope una listancia at the time of the execution

of this agreement, the receipt of which is hereby acknowledged; \$ 3,000.00 at the time of the execution with interest at the rate of $10\frac{1}{2}$ % per annum from June 15, 1980, month in clusive of interest, the first installment to be prild on the 15th day of July 1980, and a further installment on the 15th day of every month thereafter until Except salary with the first management of the Management July 15, 1988, when the full unpaid principal and interest balance shall be due and payable. Provided, however, that an additional principal payment of \$2,000.00 is due and payable on January 10. 1981.

In the event the property is sold or the contract assigned by the vendee, the vendor reserves the option to declare the full balance of principal and interest

survivors of them, of the Klamath County Title Company, to make said payments promptly on the dates above named to the order of the vendor, or the

Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which Cregon; to keep said property of all times in as good condition as the same now are, and no improvement, now on or which may heleafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and 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 suit or solicies of insurable value with loss payable to the parties as their respective interests may appear, said less than \$ FULL INSURADLE 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 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 and agrees not to surier or permit any part of said property to become subject to any taxes, assessments, items, charges or incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall not cut both the regularity and of to-comment paragraph advine backers for the or remove any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient, warranty deed conveying a Vendor will on the execution hereot make and execute in sayor of vendee good and sufficient warranty deed conveying a deed clear as of this date of all maniphorates whatsoever except as above stated, M. No. 10 S.D. at Andrews & Secretarian Section 1989.

on page 3933. which wendes assumes, and will place each deed and purchasers' policy of title insurance in some together with one of these agreements in each of the company of the compan together with one of these agreements in escrow at the Klamath County Title Company, Aminey at Law Ably Investigation

Sterile mark at Klamath Falls, Oregon

10 ociny and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, wender 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 yendee, but that in case of default by vendee said escrow holder shall, on fine actions on these series 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 suff 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 afcresaid 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 is 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 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. 00.000,80 ci this representate the terrapt of which is helpby reduces being S. on the time of that ansenter-22,000.00 with invested at the area of 1.01; ow words but - Jones 15, 1980; payable in instalments of not less than \$ 270,00 Titl to gob duci admin blog ed comandiction will and domain by particle at (4 M), and a further redulinest on the 1 Jth day of every atomic the notion with the water management werest ledge 13; 1988, when the full usuald principal and tracerst calumes claif Provided, newsour, that an aidthings principal payment до оД Witness the hands of the porties the day and year first herein written. b to/declare १० प्राप्तकारातः समस्य a solid property of all tunes on as upon condition as the some how are that as topologically now as so so which STATE:OF OREGON coler continue entito ent protect inequisables leventament that steeping block of May 115+h 19280to a Klamath and we set among the set of to suppose the set of the Personally appeared the above named CHARLES M. MCKILLIP and VIOLA T. MCKILLIP and wife, _ their got and do and acknowledged the foregoing instrument to be -The second of the second of th Notary Public The state of the s 7/19/82 My commission expires: Until a change is requested, all tax statements shall be sent to the following name and address: Lyle C. and Patricia M. Logan, Rt. 3, Box 338 State of Oregon, County of Klamath . I certify that the within instrument was received for record on the 15th day of May 1980 at 3:49 o'clockP m and recorded in book M80 Record of Deeds of said County. on page 8988 etco. Witness My Hand and Seal of County Affixed. From the office of in antino WILLIAM L. SISEMORE D. Milne Attorney at Law Wm.

First Federal Bldg.

540 Main Street Klamath Falls, Ore. County Clerk - Recorder

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