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Paga 11110 THIS AGREEMENT, made and entered into this 17th day of June 19 80 , by and between ARTHUR R. BREITENSTEIN and ELLEN BREITENSTEIN, husband and wife, hereinafter called Seller, and RALPH A. BREITENSTEIN and

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DONNELLE BREITENSTEIN, husband and hereinafter called Buyer, (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

WITNESSETH

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situate in Klamath County, State of Oregon, to-wit:

Lots 3 and 4, Block 10, FIRST ADDITION TO GREEN ACRES, according to the official plat thereof on file with the County Clerk of Klamath County, Oregon.

SUBJECT TO: All future real property taxes and assessments; reservations, restrictions, easements and rights of way of record, and those apparent on the land.

The purchase price thereof shall be the sum of 17,000.00, payable as follows: \$ none upon the execution hereof: the balance of \$ 17,000.00 shall be paid in monthly installments of \$ 210.78

including interest at the rate of 8.50 % per annum on the unpaid balances, the first such installment to be paid on the

day of July 10th , 19 80, and a further and like installment to be paid on or before the 10thday of thereafter until the entire purchase price, including both principal and interest, is paid in full. month

PROVIDED, HOWEVER, that upon the death of the survivor of the Sellers prior to payment in full of this contract, the then remaining balance owing, including both principal and interest, shall be deemed paid in owing, including both principal and interest, of Shallinge, deemed opard in full by Buyers, and the escrow, holder, is thereby: directed to deliver the deed held by it to said Buyers; their theirs or alegal representatives of the escrow and the escrow is the representatives of the escrow is the representative of the escrow is the escrew i

1. Interest as aforesaid shall commence from 6/10/80 at ; Buyer shall be entitled to possession of the property as and a spectra product of a spectral and the sound product the spectra spectra and in the production and presented to have welved by public to exercise any of the product of the shell r or by deemed to have welved by public to exercise any of the product of the product. of 6/10/80

2. After 6/10/80 , Buyer shall have the privilege of increasing any p balance with interest due thereon to the date of payment; and the second of build and a date of the second of the date of the date of the date of the second of the date of the Buyer shall have the privilege of increasing any payment or prepaying the entire the other plats

3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said 3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, purported liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be provided as of $\mathscr{G}/10/80$ and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and such amount shall be arinterest at the same rate as provided above, without waiver, however; of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor;

4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss, all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession;

5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property; shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written con-sent of Seller. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration there-of, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written conrse -addit dite - -minist april 1 sent of Seller: Lest has the visiting visit of at hypermitted enope

anton or 6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at Frontier Title & Escrow Company

ESCIOW Company Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller:

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

Ralph A. & Donnelle Breitenstein 874 Plumas Street Yuba City, California 95991

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PROVIDED, FURTHER, that in case Buyer shall fail to make the payments aforesaid, or any of them, punctually and upon PROVIDED, FURTHER, that in case Buyer 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, them Seller shall have the following and payable; (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due ovid, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity; (4) To declare this contract null and right and interest hereby created or then existing in favor of Buyer derived under this agreement shall utterly cease and de-termine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made. money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action. in addition to all other sums provided by law suit or action, in addition to all other sums provided by law. any ecompetity of indeduces for

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

Witness the hands of the parties the day and year first herein written. Davit Kalph A Brito Seller Sonnelle Breitenstan X · farez STATE OF OREGON, County of Klamath Sune <u>17</u>, 19 _) ss. _ 80 0 ant to material of its REITENSTEIN and ELLEN BREITENSTEIN, Personally appeared the above named ______ARTHUR R to any sile e site and state and find that the husband and wife and acknowledged the foregoing instrument to be their voluntary act and deed ~ 0.0 . Judy Bluba $(1) \neq g(1)$ Before me: Hudy / J HU Notary Public for Oregon Retuin to Frontia Title My Commission expires: 8-23-81 STATE OF CALIFORNIA JUN 9 - 1980 County of With SS. . 1980 Personally appeared the within named RALPH A. BREITENSTEIN and DONNELLE BREITENSTEIN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. Enternance ME : Official Seal MALLE - 33 ANHETTE ELAINE WOOTEN Notar y Public for NOTARY PUBLIC - CALIFURNIA My Commission expires: 7-15-83 SUTTER COUNTY My Commission Expires July 15, 1983 STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the 17th day of _A.D., 19<u>80 at 1:05</u> o'clock P M., and duly recorded in Vol_M80 June of_ Deeds <u>__on Page_11119</u> WM. Do MILNE, County Clerk By Demother Sould Clerk Deputy FEE^{\$7.00}