unative that their collections to bold accrow holder, teams that would holder. This Agreement, amade and entered into this was 18th a day of a cat he July 19 80 by and between WILLTAM Tot SUNDET and LILLTAN M. SUNDET, husband and wife; and ROBERT W. CLARK and PHYLLIS D. CLARK, husband and wife, hereinofter colled the vendor, and

ROBERT LYNCH and ANDREA LYNCH, husband and wife, hereinofter colled the vendee. onto the out of the vendee.

At the temperature of each field the vendee.

the still usual beautier and description and paperlies niguo gios pao gas inspeno anti artenda per al constante de la regime de la constante de por en la constante de la constante del constante de la constante de Vender a cagrees that to sell to the vender and the vender agrees to buy from the vender following described property situate in Klamath County, State of Oregon, to-wit: The straight to past to reacter without may discontinue of fatherines on active feeting, and without large

The Southerly 82-1/2 feet of Lot 7 in Block 1 of Shives Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon

Subject to: Taxes for fiscal year commencing July 1, 1980, which are now a lien but not yet payable; Assessments and charges of the City of Klamath Falls for montly water and/or sever service; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if

lunde, breved many; que la cebase qui ennouvotros enimes se unit que se submire qui enime : a to each presented be eather to some the same was ability worker by reader of surface to any ping with he at only succeeding therefore the six upon producing or as a waiver of the provision uself. and the state of the states of the states of the states may be then but passed that if the context the to see at presently that token of metric one idelete the planel the materials, the feature, and the neglect recommendation and the ment of the property of make of the providers beautifully compiler

at and for a price of \$ 22,000.00 . payable as follows, to-witt the control one elected relative and elected relat at the time of the execution 4,400.00 of this agreement, the receipt of which is hereby acknowledged: \$ 17,600.00 with interest at the rate of $9\frac{1}{2}$ % month in clusive of interest, the first installment to be paid on the 15th day of August per connum from July 18, 1980, 1980, and a further installment on the 15th day of every month thereafter until the full balance and interest

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

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 bad kanpoj lirik**sidi. e**n et men mid ise.

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 summer principal state of the property July 18, 1980.

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 whatscever, except those above deam at the one Counce of Alameth

I with a fact the which havenever near tenefied by interest on the 1412 day. OSM South balance in all such o It is to Ok of visi _ 1.

which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum of \$22,000.00 covering said real property, together with one of these agreements in escrow at the Klamath County Title Company,

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at Klamath Falls, Oregon

and shall-enter into written escrow instruction in form, satisfactory to said escrow holder, instructing said holder that when if vendee 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, has handend water and all the area.

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 fall 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: (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 inforeclose this contract by strict foreclosure in equity: 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 rany 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 vendes, 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 foreclase 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, it 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

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their to corporations and to individuals. respective heirs, executors, administrators and assigns. - 000, 600, f. 1. 3 Becaused outcome to 17, 500, cm . 0381 . W. W. C. S. B. 1805 . acitis read oil to come eds in Saugus of memory to first historical to be paid on the 15th day of August with later of the rate of 91, 50

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Plent in Clark
July 1980
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Personally appeared the above in the personal pe
husband and trace instrument to be their act and about
My commission expuss.
We commission of the following name and address: Until a change is requested, all tax statements shall be sent to the following name and address: [NOMAN CA GALON AND AND AND AND AND AND AND AND AND AN
Robert and Andrea Lynch 16 State of Oregon, County of Klamath. State of Oregon, County of Klamath. State of Oregon, County of Klamath. Legitly that the within instrument was received for record on the 18th day. He and recorded in book 180

on page 13427_

By

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From the office of WILLIAM L. SISEMORE Attorney at Law First Federal Bldg. 510 Main Street Klamath Falls, Ore.

of __July_19_80 at 3:31 o'clock _Bu and recorded in book _M80__ ___ Record of Deeds of said County. Witness My Hand and Sent of County Affixed.

I certify that the within instrument was received for record on the 18th day

Willing D. Miling Becorder etack Dernetha

Fee \$7,00