

This Agreement, made and entered into this 29th day of July, 1980 by and between

BURTON E. GRAY and THELMA JEAN GRAY, husband and wife, and each were
hereinafter called the vendor, and

CALVIN C. GAY and NELL F. GAY, husband and wife,
hereinafter called the vendee.

WITNESSETH

Now VENDOR agrees to sell to the vendee S and the vendee S agrees and to buy from the vendor all of the following described property situated in Klamath County, State of Oregon, to-wit: Right sit to several acres more or less and estimated and exact front line measurement and being better known to most of public and to have a witness and you All of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 14 Township 38 South, Range 11 $\frac{1}{2}$ EWM, lying Northwest of the Lakeview Highway, SAVING AND EXCEPTING THEREFROM, the following described parcel: Beginning at a point at the intersection of the North side of the right of way of the Klamath Falls-Lakeview Highway with the West side of the right of way of the Hilderbrand Market Road and running thence due North 15 rods; thence due West 15 Rods; thence due South to the right of way of the Klamath Falls-Lakeview Highway; and thence Northeasterly to the point of beginning. ALSO all of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 23 Township 38 South, Range 11 $\frac{1}{2}$ EWM lying Northwest of the Lakeview Highway.

[illegible]

of this agreement, the receipt of which is hereby acknowledged; \$ 36,000.00 with interest at the rate of 11 %
per annum from the date of contract payable in installments of not less than \$ 352.85 per
month, inclusive of interest, the first installment to be paid on the 1st day of September
1980, and a further installment on the 1st day of every month thereafter until the full balance and interest
are paid. In addition to the monthly payments due hereunder, Vendees shall pay all
taxes and assessments as the same become due. In the event Vendees do not pay
said taxes and assessments when due, Vendors may, at their option, pay the same
and add said sums so paid back to the balance of this contract. Said sums so
added to bear interest at the rate provided herein.

Vendor agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the Klamath First Federal Savings and Loan Association, at Klamath Falls, 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 \$300,000, the same to be with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held for the benefit of said vendor and 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, on taxes to be prorated as of the date of contract.

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 be entitled to the possession of said property as of the date of contract.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as set forth in said Warranty Deed.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Klamath First Federal Savings and Loan Association.

at Klamath Falls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and 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.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event 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 this 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 interest 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 revert 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 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 this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions 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.

It is acknowledged by Vendees that Vendor is a licensed Real Estate Broker in the State of Oregon.

Vendees herein warrant that they have purchased the property solely upon their own inspection and personal knowledge and in its present actual condition and have not relied upon any warranties or representations made by Vendors.

It is agreed by the parties hereto that in the event Vendees shall transfer, assign or sell their interest in this contract or the property covered herein, that the entire sum due hereunder, both principal and interest, shall become immediately due and payable.

The assessment roll and the tax roll disclose that the within described property was specially assessed as farmland. If the land has become or becomes disqualified for the special assessment under the statute, and additional tax may be levied for the years since October 5, 1968, in which the land was subject to the special assessment, the Vendee will be liable for any additional taxes and save the Vendors harmless thereon.

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

Burton E. Gray
Celia E. Gray

WILLIAM P. BRANDSNESS

ATTORNEYS AT LAW

411 BRINE STREET
KLAMATH FALLS, OREGON 97601

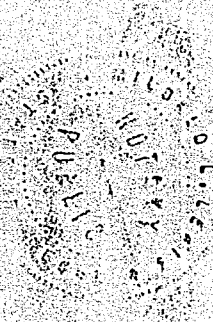
Telephone 503/882-5501

14407

STATE OF OREGON)
) ss. July 29 , 1980.
County of Klamath)

Personally appeared the above-named BURTON E. GRAY and
THELMA JEAN GRAY, husband and wife, and CALVIN C. GAY and NELL
F. GAY, husband and wife, and acknowledged the foregoing instru-
ment to be their voluntary act. Before me:

Mildred L. Lewis
Notary Public for Oregon
My Commission expires: 7/19/82



*Return to
KCTeo.*

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of Klamath County Title Co.
his 4th day of August A. D. 19 80 at 11:23 o'clock AM., and
fully recorded in Vol. 480, of Deeds on Page 14405
Wm D. MILNE, County Clerk
By *Bernetha A. Hetch*
Fee \$10.50