COSTS 91379 This Agreement, made and entered into this	12t day of	1 October . 19 80 b	
DAVNOND D BIXLER.	e a la surre d	toth edit with Scientificals and Errors	and the second second

8-22496-7

RAYMOND D. BIXLER, and non-selected class defendence of the selected state of the selected selected of the selected selected of the selected select

CARL SNYDER and KATHLEEN WRIGHT,

and the second second

mente ado interes control de atalénses anora em bles esternol de atalénse

* British Anton British a bull a tha Alf

Vendor - agrees - to sell to the vendee S and the vendee S agrees - to buy from the vendor following described property situate in Klamath County, State of Oregon, to-wit: nu enterstation one esters grate finite concerning and returns mater has whe Lot 9, Block 3, FIRST ADDITION TO KLAMATH The to him yours "FALLS; win the County of Klamath; State of " Oregón nető teret kod meterese elő a ar gorare bet gál genérales

and with the sume in anglessence similarity numbers second of second real index and real and so all to the second second and the second second second second second second second second second as the second second with a stream in with the second

seerin eshawe discreal addressing and to was consider to as as deep with contract of how there a contras'yennum an alimnianes establish mor accounted and an musicul interior shirthan there is a listic value of the e ye tale an almoster restant concorrect and the size that and there are not to be the set of the source of the Share fair form is such as therefore, and share tribules are in international to be an internet best of sign of Ar and signman signality an elipherarce of both internet are set for the true true to be set of the source of t

nonoped and bee we say that an acquire for second start the and an at and for a price of \$ 5 22,500.00 and payable as follows, to with a subsection of the subsection of stanov v i r ilean palanene où in termur e se en en engliste yer is conerline er eus in termer e e beid eren sobres en en ele el ministration -

> \$ 2,000.00 at the time of the execution a salah na marinta dar

Vol.M80 Page

all of the

s 4,000.00 at the time of the execution sof this agreement, the receipt of other is increased acknowledged: \$ 20,500.00 with interest at the rate of 10 per annum from October 10,1980 payable in installments of not less than at 160.00 por month, in clusive of interest, the first installment to be paid on the 15¹¹ day of Noverthan 1980, and a further installment on the 15¹¹ day of which we way Month thereafter while the paid in full on or before worth of the entire sum both principal and interest to be paid in full on or before 19 0 U, and a further installment on the 10 day of every months increased and interest to be paid in full on or before devices the 15 to be some due. In the event Vendees Vendees shall pay all taxes and insurance as the same become due. In the event Vendees do not pay said taxes and insurance when due, Vendors may, at their option, pay the same and add said sums so paid back to the principal of this contract; said sums so added

shall bear interest at the rate provided herein.

Vendoe agrees, to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the Mountain Title Company at Klamath Falls, 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 x full-1-ins. value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendor, copy to Vendees. that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatscever nature and kind . Taxes shall be prorated as of 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 sold property as of October 1, 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 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 Mountain Title Company at Klamath Fails, Oregon, and shall enter into written escrow

Ineas

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.

nsowied has yet 0.5 21. to yet .

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 the times above specified. 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 cloresaid 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 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 pur-

pose 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 And in case suit or action is instituted to toreclose time contract or to ensure any or the provisions hered, vertice agreed 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

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall venues miner agrees man amme by venue of any mus to require percommence of venues of any provisions more similar no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any proin no way anect venues a right determiner to entrice, me sume, not entry watter by venues of such 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 in communy and contact, it is understood that venues of the venues may be more than one person; that it 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 understood by the parties hereto that there is a certain Trust Deed, dated January 9, 1978, recorded January 10, 1978 in Book M-78, page 610 wherein Raymond D. Division and Andrew M. Bivler are Trustore William Sisemore is Trustee for Klamath Bixler and Audrey M. Bixler, are Trustors, William Sisemore is Trustee for Klamath First Federal Savings & Loan Association as Beneficiary, which Trustee for Miamath the obligation of Vendor berein and Vendor shall hold Vendoes harmloss themes the obligation of Vendor herein and Vendor shall hold Vendees harmless thereon.

It is further understood that there is a certain Mortgage dated January 10, 1978 and January 11, 1978 in Rock M-78, page 602, wherein Baumond D. Bivler and Aundr recorded January 11, 1978 in Book M-78, page 692 Wherein Raymond D. Bixler and Aundrey M Rivler are Mortanore and Dever S. Hodain is Mortanae which Mortanae shall be the M. Bixler are Mortgagors and Dewey S. Hodgin is Mortgage, Which Mortgage shall be the Sole obligation of Vendor herein and Vendor shall hold Vendees harmless thereon.

WITNESS the hands of the parties the day and year first hereinabove written.

ryfining oe trop sites of basis states activity and who shell that may · souther · tobreast in star در من ایک ^م ne approdit anel talenter STATE OF OREGON, County of Klamath ACKNOW BE IT REMEMBERED, That on this 1.5 th before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named RAYMOND D. BIXLER and CARL SNYDER and KATHLEEN WRIGHT known to me to be the identical individual. S described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. C. Tatk Qusan STATE OF OREGON; COUNTY OF KLAMATH; ss. I hereby certify that the within instrument was received and filed for record on the 16th day of October A.D., 19_80 at 3:48 o'clock P M., and duly recorded in Vol M80 of. WM. DOMILNE. County Clerk By Dirnetha Adeloch Deputy FEE__\$7.00