

This Agreement, made and entered into this 1st day of October, 19 80 by and between

RAYMOND D. BIXLER,
hereinafter called the vendor, and

hereinafter called the vendor, and
CARL SNYDER and KATHLEEN WRIGHT,
hereinafter called the vendee.

WITNESSETH

Vendor agrees to sell to the vendee S and the vendee S agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lot 9, Block 3, FIRST ADDITION TO KLAMATH FALLS, in the County of Klamath, State of Oregon.

Oregon

22-00000

at and for a price of \$ 22,500.00 payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 2,000.00 at the time of the execution
per annum from October 15, 1980 payable in installments of not less than \$ 160.00 per
annum. The first installment to be paid on the 15th day of November

month, inclusive of interest, the first installment to be paid on the 15th day of every month thereafter, until the full balance and interest is paid. The entire sum, both principal and interest to be paid in full on or before the 15th day of October, 1983. In addition the payment payments due hereunder, 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.

and add said sums so paid to the principal sum of said loan, and shall bear interest at the rate provided herein. Vendee 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, Oregon, as which

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 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 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.

10000

received but not 08 21

to you

20202

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 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 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 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. Bixler and Audrey M. Bixler, are Trustors, William Sisemore is Trustee for Klamath First Federal Savings & Loan Association as Beneficiary, which Trust Deed shall be 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 recorded January 11, 1978 in Book M-78, page 692 wherein Raymond D. Bixler and Audrey M. Bixler are Mortgagors and Dewey S. Hodgin is Mortgagee, 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.

[Signature]
[Signature]
[Signature]

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 15th day of October, 1980, 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.

[Signature]
 Notary Public for Oregon.
 My Commission expires 11-2-82

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 Deeds on Page 20201.

FEE \$7.00

WM. D. MILNE, County Clerk

By *[Signature]* Deputy