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T/A # M-22390-0 Vol. 780 Page 21750

This Agreement, made and entered into this 31st day of October, 1980 by and between
 TED L. GLIDEWELL and JUDY A. GLIDEWELL, husband and wife,
 hereinafter called the vendor, and EDWIN K. VIEIRA and BONNIE B. VIEIRA, husband and wife,
 hereinafter called the vendee.

WITNESSETH

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

The NW 1/4 and the N 1/2 SE 1/4, and SW 1/4 SE 1/4, Sec. 23, Twp. 36 S. R. 11 E.W.M.

SUBJECT TO: (1) Taxes for 1980-81 which are now a lien but not yet payable; (2) Rights of the public in and to any portion of said premises lying within the limits of roads and highways; (3) Reservations, restrictions, easements and rights of way of record or apparent on the land; (4) as disclosed by the assessment and tax rolls, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty will be levied for the number of years in which this special assessment was in effect for the land; (5) title company assumes no liability if a financing statement is filed in the office of the County Clerk covering growing crops or fixtures wherein the land is described other than by metes & bounds, the rectangular survey system or by recorded lot and block;

(see reverse hereof for additional liabilities which are not assumed by vendees but will be paid by vendors and vendees held harmless therefrom)

at and for a price of \$ 210,000.00, payable as follows, to-wit: \$60,000.00 by conveyance from Vendees to vendors of SE 1/4 SE 1/4, Sec. 23, and SW 1/4 SW 1/4 of Sec. 24, Twp. 36 S.R. 11 E.W.M., Klamath County, Oregon;

\$ 5,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$145,000.00 with interest at the rate of 10 % payable in installments of not less than \$ _____ per annum from November 1, 1980

exclusive of interest, the first installment to be paid on the _____ day of _____ thereafter until the full balance and interest are paid.

as follows: \$10,000.00, inclusive of accruing interest on February 1, 1981; \$17,000.00, inclusive of accruing interest on February 1, 1982, and \$17,000.00, inclusive of accruing interest on the 1st day of each February thereafter until the full balance and interest are paid.

Vendees may prepay all or any part of the unpaid balance at any time without penalty.

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 Security Savings & 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 \$ insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendors; 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. Tax to be prorated as of Nov. 1, 1980.

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 on or before November 15, 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 above set forth,

which vendee assumes, and will place said deed, together with title insurance policy,

together with one of these agreements in escrow at the Security Savings & 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.

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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 further understood and agreed by and between the parties hereto that vendors are purchasing said property under contract held in escrow at Security Savings & Loan Association at Klamath Falls, Oregon, wherein Harry E. Mitchell and Thelma G. Mitchell, husband and wife, are vendors; that vendors will pay said contract as the same becomes due and hold vendees harmless therefrom; that said property is further subject to mortgage from said Mitchells to Federal Land Bank of Oregon (Klamath Falls); that said contract between Mitchells and Glidewells directs the escrow agent to make the annual payments due on said mortgage from the payment made by the Glidewells on Mitchell contract, and that above-named vendees will be held harmless therefrom.

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

Edwin K. Vieira
Bonnie B. Vieira
Fred S. Glidewell
Lucy A. Glidewell

STATE OF OREGON,

County of Klamath

ss.

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

BE IT REMEMBERED, That on this 31st day of October, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named EDWIN K. VIEIRA and BONNIE B. VIEIRA, husband and wife,

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.

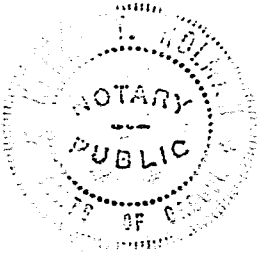
IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Notary Public for Oregon.
My Commission expires 3-22-81

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STATE OF OREGON }
County of Klamath } ss. Nov. 7, 1980.

Personally appeared the above-named TED L. GLIDEWELL and JUDY A. GLIDEWELL, husband and wife, and acknowledged the foregoing instrument to be their voluntary act. Before me:



Henry J. Palma
Notary Public for California
My Commission expires: 11-21-83

Return To: T/A - So. 6th St.

Tapes To: Mr. & Mrs. Edwin K. Vieira
Star Rt, Box 6
Beatty, OR

ADDENDUM TO LAND SALE CONTRACT

THIS ADDENDUM to Land Sale Contract made a part of that certain Land Sale Contract wherein TED L. GLIDEWELL and JUDY A. GLIDEWELL, husband and wife, as Vendors and EDWIN K. VIERIRA and DONNIE B. VIEIRA, husband and wife, as Vendees.

1. Vendees are the owners of two mobile homes situated upon the 80 parcel traded to Vendors and Vendees shall have the period of 60 days to remove the same without costs of storage or other expenses. Vendees, upon removal of the mobile homes, shall leave the premises in a neat and orderly manner. In the event Venderias do not remove the mobile homes within the 60 days period, the Vendors may charge the sum of \$100 per month per mobile home as storage and may, in addition, persue any legal remedies that they may have for the removal of the same, together with all costs incidental thereto, including attorney fees.

2. Each of the mentioned properties is presently under exclusive farm use taxation and any change in the use resulting in a change in taxation shall be the obligation of the then owner.

3. This addendum shall be considered as a Bill of Sale for all pumps, pipes, and irrigation systems upon the respective properties.

DATED this 31st day of October, 1980.

X Ted L. Glidewell Vendor

X Judy A. Glidewell Vendor

Edwin K. Vieira Vendee

Donnie B. Vieira Vendee

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica-Title Co.

this 10th day of November A. D. 19 80 11:14 o'clock A. M., and

fully recorded in Vol. M80, of Deeds on Page 21750

Wm D. MILNE, County Clerk

By Bernetha A. Hetch

ADDENDUM TO LAND SALE CONTRACT

Fee \$14.00