

THIS AGREEMENT, made and entered into this 1st day of December, 1980 by and between RONALD GLEN BOCKELMAN hereinafter called Seller, and RICHARD A. CLAYTON and BOBBI CLAYTON hereinafter called Buyer (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

## WITNESSETH:

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situate in Klamath County, State of Oregon, to-wit:

See "Exhibit A" attached hereto and incorporated herein by this reference.

The purchase price thereof shall be the sum of \$15,000.00, payable as follows: \$2,500.00 upon the execution hereof; the balance of \$ 9,458.65 shall be paid in monthly installments of \$118.94, including interest at the rate of 10% per annum on the unpaid balances, the first such installment to be paid on the 1st day of January, 1981, and a further and like installment to be paid on or before the 1st day of each month thereafter until the entire purchase price, including both principal and interest is paid in full.

As provided on "Exhibit A" attached hereto, the remaining balance of the total purchase price in the amount of \$ 3,041.35 is represented by that certain contract by and between Alexander Sapiens and Hermando S. Sapiens as Sellers and Ronald Glen Bockelman and Barbara Kellogg Bockelman, husband and wife, as Buyers, dated the 1st day of February, 1979, which Buyers herein have agreed to assume and to pay within six months of the date hereof.

It is mutually agreed as follows:

1. Interest as aforesaid shall commence from the date hereof, Buyer shall be entitled to possession of the property as of date hereof;
2. After the date hereof, Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment;

3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current shall be pro-rated as of the date hereof and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor;

4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss; all uninsured losses shall be borne by the Buyer on or after the date Buyer becomes entitled to possession;

5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller, Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of Seller;

6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at Klamath County Title Company, 422 Main

Klamath Falls OR 97601, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller;

7. Until a change is requested, all tax statements shall be sent to the following address:

Richard A. and Bobbi Clayton  
P.O. 152  
Dairy, Oregon 97625

8. Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Seller or by any agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement.

8(a) Buyer is aware that water is bought from neighbors, and that there is no well on the property. Buyer is further aware that there may be substantial structural, wiring or plumbing defects, which are expressly not the subject of any warranties by Seller.

9. Buyer shall not assign this agreement, his rights thereunder, or in the property covered thereby without the written consent of Seller. Such consent shall not be unreasonably withheld.

PROVIDED, FURTHER, that in case Buyer 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 Seller 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 endorse 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 Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer 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 Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 1st day of December, 19 80.

Ronald Glen Bachman  
SELLER

Richard A. Clayton  
BUYER

Bobbie Clayton

STATE OF OREGON, County of Klamath ) ss.

Personally appeared the above-named RICHARD A. CLAYTON and BOBBI CLAYTON,

husband and wife  
on this 3rd day of December, 19 80 and acknow-  
ledged the foregoing instrument to be their voluntary act  
and deed.

Before me

*Kristi L. Garrison*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6/19/83

STATE OF OREGON, County of \_\_\_\_\_ ) ss.

I certify that the within instrument was received for record on the  
\_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, at \_\_\_\_\_ o'clock  
\_\_\_\_\_ M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as  
file/reel number \_\_\_\_\_, of said county.

Witness my hand and seal of County affixed.

\_\_\_\_\_  
Recording Officer

By \_\_\_\_\_ Deputy

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named RONALD GLEN BOCKELMAN on this 1st day of  
December, 1980, and acknowledged the foregoing instrument to be their voluntary act  
and deed.

BEFORE ME:

*Kristi L. Garrison*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 6/19/83

## "EXHIBIT A"

"Beginning at the point where the centerline of the Horsefly Irrigation Ditch intersects the West boundary line of that certain tract conveyed by that certain deed recorded in Vol. 170 at page 175 of Klamath County Deed Records, which said point is 148 feet North of an iron pin on the North right of way line of the Dairy-Bonanza Highway and 178 feet North of the Southwest corner of said tract conveyed by said deed recorded in Vol. 170, page 175; thence Northeasterly along the center line of said Horsefly Ditch to the point where it would intersect the East line of said tract conveyed by said deed in Vol. 170, page 175 if extended; thence North along the East line of said tract extended to the point where it would intersect with the south right of way line of the Klamath Falls-Lakeview Highway; thence Southwesterly along the south right of way line of said highway a distance of 223 feet; thence South to the centerline of said Horsefly ditch; thence Northeasterly along the centerline of said Horsefly Ditch to the point of beginning, being a part of the NE 1/4 NW 1/4 of Section 34, Township 38 South, Range 11 1/2 E.W.M.

Also a tract of land situated in the NE 1/4 NW 1/4 of Section 34, Township 38 South, Range 11 1/2 E.W.M., more particularly described as follows:

Beginning at an iron pin in the centerline of the Horsefly Irrigation Ditch, said point being North a distance of 178.0 feet from the Southwest corner of that tract of land described in Deed Vol. 170, page 175, Klamath County Deed Records and said point being North 89° 41' West a distance of 872 feet and North a distance of 178 feet from the Southeast corner of the NE 1/4 NW 1/4 of said Section 34; thence North 9° 12' West a distance of 54.96 feet to an iron pin on the Southerly line of the Klamath Falls-Lakeview Highway; thence Northeasterly along the Southerly line of said highway a distance of 28.3 feet to a point that is Southwesterly a distance of 223 feet measured along the Southerly line of said highway from the Northeast corner of that tract of land described in Deed Vol. 229, page 365, Klamath County Deed Records; thence South parallel with the Northerly extension of the West line of that tract of land described in Deed Vol. 170, page 175, Klamath County Deed Records to the centerline of the Horsefly Irrigation Ditch; thence Southwesterly along the centerline of the Horsefly Irrigation Ditch to the point of beginning.

SUBJECT TO: (1) Liens and assessments of Klamath Project and Horsefly Irrigation District and regulations, contracts, easements, and water and irrigation rights in connection therewith.

(2) Easement, including the terms and provisions thereof, given by David J. Bliss, a single man, and Chester A. Brewer and Nellie M. Brewer, husband and wife, to The Pacific Telephone and Telegraph Company, a California corporation, dated January 14, 1953, recorded January 29, 1953, in Deed Volume 259, page 42, records of Klamath County.

(3) Easement, including the terms and provisions thereof, given by D.J. Bliss, a single man, and Chester A. Brewer and Nellie M. Brewer, husband and wife, to The Pacific Telephone and Telegraph Company, a California corporation, dated October 6, 1954, recorded November 15, 1954, in Deed Volume 270, page 458, records of Klamath County, Oregon.

(4) Easement, including the terms and provisions thereof, given by Ronald Glen Bockelman and Barbara Kellogg Bockelman, husband and wife, to Virginia C. Heuvel of Hay 70 Dairy OR, providing for an easement for entrance and egress along the westerly edge of the above-described property.

SUBJECT TO: (5) Buyer agrees to assume, and agrees to pay the existing contract balance owing on that certain contract to sell real property by and between Alexander Sapiens and Hermando S. Sapiens as Sellers and Ronald Glen Bockelman and Barbara Kellogg Bockelman, husband and wife, therein called Buyers, dated the 1st day of February, 1979, which said contract has an existing present balance in the amount of \$ 3,041.35. Buyer agrees to pay the said contract in full on or before the 1st day of June, 1981.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 3rd day of December A. D. 1980 at 3:46 o'clock P. M., and

truly recorded in Vol. M80, of Deeds on Page 23511

W<sup>m</sup> D. MILNE, County Clerk

Fee \$21.00

Bernetha J. Ketch

Return to: M.T.C.