T/A 38-23250-6-J

Vol. 78/ Page 1582

95359 This Agreement, made and entered into this 2nd

day of February, 1981 by and b

DANIEL J. DUFF and DORIS V. DUFF, husband and wife, dependent statement from from statement statement vendor, and

DAVID ALAN KINNAN and LISA DIANE KINNAN, husband and wife, hardinafter called the vendee.

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at Wender Seagrees to to seell to the wender Sevands the wender Seagrees will to buy from the wender Seall of the following described property situate in Klamath County, State of Oregon to wit their sait to advise the particular in the property situate in Klamath County, State of Oregon to wit their sait to advise the particular in the particular state of Oregon to with the particular sain to be property and the particular sain to be particular sain to be property and the particular sain to be ven armitted Liley Block 3. , a Tracto No and 1002, a LAr WANDA HILLS, in the not to bin County of a Klamath, in State of woregon modify but hemistration of the college of the control the or arrelately, fully and perfectly as if this concernant had never been made.

Security surger, while the defendence to become varyout vender may take personation of some for the puryour of proposing and proposity and his security interest there's, and in the event perceeding is so locent by vertice he about not be account to have waived his right to exercise any of the foregoing rights.

And to case sole or collect is notifuled to foreclose this contract or se enforce day of the provinces hatcoff vendes egrees to pay reconstitive at the report and title search and sum as the trial sout may adjudge reasonable as attempt's fees to be able and alamitic in said self or action, and if an appeal is taken from any judgment or decree of such what court, no cool a'ventrata all'interior an oldonosner aphalen linda lunc etalleggo odi so dive doub von a scenary i del distributo sono consideration del considerat

Rods heard another of the believe of the base to require particulated by vendee of one previous hereaf should the property is the following of any succeeding broach of the provision of the provision the provision the provision of the provision the provision the provision that the provision the provision the provision that the provision the provision that the provision the provision the provision that the provision the provision that the provision the provision that the provision that

is we saturate the mercal, it is understood that vendos in the vendos may be more than one person; that it the context reserves shall be token to resen and include the planch the mosculine, the familians, and the newton day of year action ecunios shall be acres, exemped and implied to nack the previsions borned apply equally \$ 2,000.00 are at the time of the execution

s 2,000.00 and the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 17,000.00 with interest at the rate of 11 % payment from February 12, 17981 payment in installments of not less than \$193.23 per payment in installment, in clustve of interest, the first installment to be paid on the state of march installment, on the state of the monthly payments due hereunder, Vendees shall pay all taxes as the same become due. In the event Vendees do not pay said taxes, Vendors may, at their option, pay the same and add said sums so paid back to the principal of this contract; said sums to bear interest at the rate provided herein. said sums to 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 Klamath First Federal Savings and Loan Association

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 that said property will be kept insured in companies approved by vental less than a not applicable with loss payable to the parties as their respective interests may appear, said that vendee shall pay regularly policy or policies of insurance to be held not applicable. and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind .

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 February 2, 1981.

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 efficient 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 at Klamath Falls, Oregon, and shall enter into written escrow Loan Association,

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 escrew holder shall deliver said instruments to vendes, but that in case of default by vendes said escrew holder shall, on demand, surrender

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CESSING Michigan and entered this this 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 spuit, 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 foreiture 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 vender 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

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.

(1000) seals the day and year first hereinabove written av at their option, pay the same the principal of this contract; BU. JOH OL ate provided herein. on the dates above named to the order of the vendor, or the of the Cartings and Loan Association, of Elemenh Folls. Miles and the same new are, that no improvement new on or which Dano. may here there is placed on said property shall be removed or destroyed beinto the entire patchase price has been paid and the said property will be topt insured to companies expressed before the entire purchase price has been paid and and property will be topt insured to companies expressed by reader. Against less at damage by fire in a num not were then A 1001 applicable with less payable to the parties as their respective interests may appear and pully a vector of marroane to be held 1101 applicable. Held words which are shall present all the same all town and according to be supplied to be supplied as the same shall present rubben to be supplied as the same shall present rubben to be supplied to be sup

FORM NO. 23 — ACKNOWLEDGMENT STEVENS. NESS LAW PUB. CO., PORTLAND, ORE. Klamath County of BE IT REMEMBERED, That on this ... day of February , 1981 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named DANIEL J. DUFF and DORIS V. DUFF, husband and wife, and DAVID ALAN KINNAN and LISA DIANE KINNAN, husband and wife, known to me to be the identical individual S. described in and who executed acknowledged to me that they executed the same-freely and voluntarily. the within instrument and IN TESTIMONY WHEREOF, I have herewhoto set my hand and affixed my official seal the day and year last above fultten. 7 9 3 KV lastell ulle Notary Public for Oregon/ My Commission expires

After recording return to: Transamerica Title, Attent: Julie Jarrett Mr. and Mrs. David Kinnan, 4500 Cannon, #87 Send All Tax Statements to: STATE OF OREGON; COUNTY OF KLAMATH; ss. Klamath Falls, OR 97601

I hereby certify that the within instrument was received and filed for record on the

3rd day of February A.D., 1981 at 11:20 O'clock A M., and duly recorded in Vol M81 of Deeds

STATE OF OREGON,

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Fee \$ 7.00