SEEE This Agreement, made and antered into this the 2nd all day of the March of set, 1981 by and between " PATRICIA L. HONEYCUTT,

bersingter called the vondor, and has said this will be the vondor, and has said this will be the vondor, and the very set of the very set of the very set of the very set of the LYNN E. LONG such interesting with the residence so, said to the very set of the very set of the very set of the LYNN E. LONG such interesting with the residence so, said to the very set of the very set o hereingtler colled the vendee at sympthical representation of it is easy of adding to fembra private sector sectors and religing has not yishing any lot blogue that edit states of (5) and so at suddheard thes (4 in present), ration winging has non ganalasian angles alogas (an edit sister at an or a sublation the description of the description of the vender of the vender of the buy from the vender of the vender of the vender of the buy from the vender of following described property situate in Klamath County. State of Oregon, to with a state state state of the

un profine for fames is no as compared sounds, man shalls a sound of fame is the fame for the surger of sounds Lots 18, 19, 20 and 21, Block 18, INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS.

THE CITY OF KLAMATH FALLS. Subject to: Regulations, including levies, liens and utility assessments of the City of Klamath Falls; Reser-

vations, restrictions, easements and rights of way of vacions, restrictions, casements and rights of way of record and those apparent on the land, if any. I a domain the first of the second TOGETHER WITH the following described personal property:

8 Refrigerators; 8 Stoves; 7 Kitchen Tables and 28 Kitchen Chairs; 5 Dressers (2 with mirrors); 6 Sofas; 6 Mattresses and Box Springs; 7 Stands; 5 Chairs; 1 Hide-A-Bed; 1 Small Table; 1 Coffee Table; 1 End Table; 2 T.V. Stands;

Table; I Collect laber, I and a Bill of Sale on execution for which vendee will receive a Bill of sale on execution ed diver durang salindar in dorum and for antister of antisting of shellers on obvious buo moder of night of door surrang schools in a start of an antister of here of the start of here on a start of the start of here on a start of the start

, payable as follows, to-wit: (of which \$112,000.00 is

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at the time of the execution \$ 80,000.00 9.3%

of this agreement, the receipt of which is hereby acknowledged: \$ 40,000.00 308 with interest at the rate of or has agreement, the receipt of which is notedy action staged a 40,000.00 with installments of not less than \$ 4,000.00 per annum from 1 March 2, 1981, tails and . A payable in installments of not less than \$ 4,000.00 per year . ex clusive of interest the first installment to be paid on the "Ist Lay of May & dillion interest. 1.15 30 1982. and a further installment on the 1st day of every May thereafter until the full balance and interest are paid PROVIDED HOWEVER, that in addition to the payments abovedescribed, vendee thereafter until the full balance and interest will make an additional payment of \$8,000.00, plus interest at 9% per annum,

on May 1, 1981. Interest is to be paid with the principal payment, and in addition thereto.

MARCE MOL to make said payments promply on the dates above named to the order of the vendor, orxink agrees South Valley State Bank, at Klamath Falls, Vendee

There and The

Cregon; to keep sold property at all times in as good condition as the same now are, that no improvement, now on or which RHNKRSKR Richers at the 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 \$full insurable value with loss payable to the parties as their respective interests may appear, said iess non eluli insulatic value and second before the same shall become subject to interest charges, all taxes, assessments. Hens and incumbrances and seasonably and before the same shall become subject to interest charges, all taxes, of whoiscever nature and kind

Mays pro to _____ Holl, as of instant on E.T. M. C. Nimon St. " 6.5 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 sold property. Vendee shall not cut or remove ony timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said property immediately.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple tille to said property free and clear as of this date of all incumbrances whatsoever, except as above stated, it is incumbrances whatsoever, except as above stated,

rate ali and an entrony in tantan construction which all and down i

Litt doorfad (Shin ra baran 1945 to 19 th and 18 at divinit do was page 23.21 . Round at rively of a d Country which vendoe assumes, and will place sold dood and purchaser's policy of title insurance, ,

together with one of these agreements in escrew of the South Valley State Bank,

100V2 non at Klamath Falls, Oregon

ality handstrand . yingsri Fee \$7.00

33 \sim H AL MAR 14 Geographil enter into written secrow instruction in form sullslaciony to said secrow holder, instructing sold indice that when, and if, vendes 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 vendes said escrow holder shall, on demand, surrender sold instruments to vendor.

3832

But in case 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 the 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 foreclase or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendee further agrees that fullure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendors, shall there under 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 macculine, 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.

at 00,000, GLL2 (Iside to) give success a closen of 00,000,000 and the second of the benefit of, as the circumstances may require, the parties hereto and their respective here, executors, administrators and assigns.

"In the event vendee assigns (his) interest in this contract and the property therein described, vendor agrees, that Lynn E. Long shall be immediately relieved of all liability and obligation under the terms of this contract.

132, and o have evaluated of the a lat day, of every May and not not had helder. CH Hand, No. 23, 2007 1150 HOVENER, that in addition to the payments aboundescribed, vendee will make an additional payment of \$8,000.00, plus interest at 9% per sumum.

1897 VSK HO . 1 Witness the hands of the parties the day and year first herein written. principal payment, addin addition incretero. ond data Dial weight attenue with the reference of the transfer avoid restable care as which in a the wine of Scoth Valley State Wank, de tración \mathbb{E}_{i}^{n} io stati

Sign Horrs Lin

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Personally appeared the above named Patricia L. Honeycutt and Lynn E. Long	1.100
Fersonally appeared the above named	÷ '
anterial and a second and a second line install a restal of results and a second instruction of the second former of the	• o

and acknowledged the toregoing instrument to be <u>their</u> act and deed. Notary Public for Oregon My commission expires: <u>322-8</u>

Until a change is requested, all tax statements shall be sent to the following name and address: Lynn E. Long, 5116 Ridgewood Drive, Klamath Falls, Oregon. 97601

State of Oregon, County of _ Klamath I certify that the within instrument was received for record on the 4th day

March 19 81 at 3:33 clock P m and recorded in book M81 3831 on page _ _ Record of Deeds of said County.

From the office of للهجيل ليتنابد ووتب خرائل أورا أغتنك Witness My Hand and Seal of County Affixed. CRANE & BAILEY Evelyn Biehn Attorney at Law allies State Bank, County Clerk Recorder 540 Main Street ACA Klamath Falls, Oregon 97601 Deputy Fee \$7.00

Return To; -T/A-So.6# St