MITCHELL W. GARRETT and NANCY A. GARRETT, husband and wife, Whilst verder resumes and will piece said desa hereinatier called the vendee.

Lagrander and those abbateur of the land send of the land send of the following described property situate in Klomath County State of Oregon, to with the control of the state of the subjective of the state of the execution plat thereof outile in the Clerk's office; Klamath County, Oreexecution platithereoficonifile in the Clerk's office, Klamath County, OreCounty Google Son; Excepting therefrom the Westerly 5 feet of Lot 6, Block 9

Which was conveyed by instrument recorded in Vol. M-78 at page Associated which was reconveyed by instrument recorded in the was recorded by instrument recorded in the was recorded in Acudor Will bay SUBJECT TO a Mortgage dated Decembers 27, 1978 precorded in Ore CECTAGO CI VOIS M78 at page 28753; of the records of Klamath County Oregon, Access Sicily and further subjectato reservation, restrictions, casements and those annarent on the land: Door one for way of record and those apparent on the land; pau 1 16 teb ja cement Arine Milliand james jame sely mented TOGETHER WITH av12 x65 suMarlett Mobile Home, Uregon region will be upon the sum of the The participation of the property and proper ate Klondin Folls. Crespote to keep said property at all times in as stood condition as the same new ate Klondin Folls. Crespote to keep said property at all times in as stood on said property shall be respectively and property shall be respected in a stood on said property shall be respected in a space of said property shall be respected in the same and property at all the same and same and property at all the same and s Toutier Title and packers the property of the control of the property of the property of the survivors of them of the property of all times in as dead condition on the same seek of the survivors of the control of the contro

vendor promises and agreed co-outcain and to deliver said fitte to Vendes. Teasonable fine after poymantin full of this Agreement and to deliver said fitte to Vendes. and parties acknowledge that the title to the Mobile Home destribed above is hald by and parties acknowledge that the title to the Mobile Howers and the Moregon of Vereins Affairs as security for the Moregon vithin a the State Grandescopy Director of Vereins the release of Said Fitle from Said boilder vithin a the State Grandescopy of State Transfers and agrees to obtain the release of Said Fitle for Vendescopy Vendor promises and agrees to obtain full of this Agreement and to deliver said fittle to Vendescopy. Vendor promises and agrees to obtain full of this Agreement and to deliver said fittle to Vendescopy. wouth theredier until the hall bedence condimeres one peach described above is held by every mouth theredier until the hall bedence to the Mobile done described above set forth above. The Parties acknowledge that the Litle to the Mobile Mortgage set forth above. The moust in closive of interest the first instellment to be poid on the year noust inclusive of interest the first instellment on the 9th day of year noust in 19 81 and o further installment on the $\pm 3,000,00 \qquad \text{ at the lime of the execution} \\ \pm 3,000,00 \qquad \text{ at the lime of the execution} \\ \text{with therest at the expectation of which is needly coknowledged; $ 23,313,00 \\ \text{payable in installments of new of this execution the residual form that have a 1981, the list installment to be odid on the rate of 12 % per annum from the limit of inferest the list installment to be odid on the rate of 12 % the month. In closive of inferest the list installment to be odid on the last man a 165,711 for month.$ cal and lot a price of \$ 26,213,06

poyciole de lellows, lo-wit

at and for a price of \$ 26,313.06

, payable as follows, to-wit:

\$3,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 23,313.06 with interest at the payable in installments of not rate of 12 % per annum from March 9, 1981, per month, in clusive of interest, the first installment to be paid on the , 19 81 , and a further installment on the $9\,\mathrm{th}$ less than \$265.71 9th day of April month thereafter until the full balance and interest are paid.

The parties acknowledge that the title to the Mobile Home described above is held by the State of Oregon, Director of Veterans Affairs as security for the Mortgage set forth above. Vendor promises and agrees to obtain the release of said title from said holder within a reasonable time after paymentin full of this Agreement and to deliver said Title to Vendee.

to make said payments promptly on the dates above named to the order of the vendor or the survivors of them, at the Frontier Title and Escrow Co., 2848 "F,"

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 jor which may, hereinafter 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 yendor against loss or damage by fire in a sum not less than sthe replacement value with loss payable to the parties as their respective interests may appear and policy or policies of insurance to be held by said escrow agent, vendee shall boy regularly and seasonably and before, the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances, of whatsoever nature and kind.

Vendor will pay 2011 seal Oproperty and Mobile Home taxes and the Vendee shall reimburse Vendor within 30 days after notice and proof of payment, and Vendee

cases not) to suffer or permittionly part of said property to become subject to any takes has hterits/liens, charges/orsincumbrances, whatsoever having precedence over the rights of the vendor in and to said property : Wendee shall be entitled to the possession of said property immediately after

execution of this Agreement 15 in the Clerk's office Klarath County and sufficient
Vendor will on the execution bereof make and execute in tayon of yendee good and sufficient wurrenty deed conveying a fee simple title to said properly free and clear as of this date of all incumbrances whatsoever except reservations, restrictions, easements and rights of way of record and those apparent on the land,

WITNESSETH

helenicher colled die verlass.

which vendee assumes and will place said deed

METCHULL W. CARRETT and NANCY A. GARRETT, bushand and vile.

Frontier Title & Escrow Co. logether with one of these agreements in escrow at the

PAUL D. BRADEN and RACHAEL E. BRADEN, bushami of Klomoth Loyle, Oregon 7771 F 3724 F 1777

Manager And entered into this 9th day of March

Vol.ms/Page and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and it, 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. But in case vendee shall fall 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; 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 torfeiture 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 provision 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.

This Agreement shall constitute a Land Sale Contract under Oregon Law as to the above-described real property and any and all interests therein or improvements now or hereafter made or constructed to or upon the real property. This Agreement shall constitute a Security Agreement within the meaning of the Oregon U.C.C. with respect to the personal property included within the description above and as to any substitution or replacement thereof.

Witness the hands of the parties the day and year first herein written.

STATE OF OREGON County of Klamath)

March /0 , 1981

Personally appeared the above-named Paul D. Braden, husband and wife, and Mitchell W. Garrett and Nancy A. Garrett, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed. BEFORE ME:

(SEAL) NOTARY Reason to Frontier Title Stubu-Novary Public for Oregon Commission expires: 8-93-8

From the office of

I hereby cortify that the within instrument was received and filed for record on the State of OREGON: COUNTY OF KLAMATH: ss.

/ath day of March A.D., 19<u>81</u>at 1:54 o'clockp M., and duly recorded in LOUNTY CLANA

Vol. M81 of Deeds on page 4253 Fec \$ 10.50

By Molya a Gangen deputy