98355 the recess in form entialegacy to sold escrow holder, instructing sold helder than This Agreement, made and entered into this 2nd of each day of April 1981 by and between DOROTHY HAMAKER " a Widow, directed to carry or not to de commerce of commercial for the hereinofier called the vendor, and FRANK OBENCHAIN, JR. and RUTH OBENCHAIN, husband and wife, the specified is sufficient and event from space and incarrence with to concern of the first ball of the particles and event from space and incarrence with to concern of the first ball of the particles and event from space and incarrence with to concern of the first ball of the particles and event from the particles and t numeron stat to contribute to access reading edited your good of that is black to seem To design the cook places and consider the copies for the design of the copies of the the part with the restriction of the states Vender of agrees where sell to the evendees added the vendees of agrees and to buy from the vendor following described property situate in Klamath County, State of Oregon, to will to buy me Your reported from Antonia to too to supplied by reconstraining and studies of the second to will be the second to the second to the second to will be the second to at it for a weath tot inclined open to evaluately to somewho their years with the fact of the reserved all of the

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Subject to: Reservations, restrictions, easements and rights of way of record and those apparent on the land, in grow padmalf any; and manthone are to the modes or to become it is the edit is new elepanters out obstat these total seas and thind appearance of a state of acquire seasons and a special and a season of acquire seasons and a season of a season o the commenced with some the med count and or appoilant count if an argent is leken, may adjudge represents

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at and for a price of \$ 6,500.00 payable as follows, to-wit:

ur edi or etuli ben brill hark krahvanger bill untileen fina vertendeliné p ac . crois auch endage of this agreement, the receipt of which is hereby acknowledged; \$ 4,000.00 \$ 2,500.00 per connum from April 6, 1981 at the time of the execution year , in clusive of interest, the first installment to be paid on the 1st day of April with interest at the rate of ~10~%payable in installments of not less than \$ 2,000.00 per

19 82, and a further installment on the 1st day of every April thereafter until the full balance and interest

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Vendee to make said payments promptly on the dates above named to the order of the vendor, 2000 to make said payments promptly on the dates above named to the order of the vendor, 2000 to make said payments promptly on the dates above named to the order of the vendor, 2000 to make said payments promptly on the dates above named to the order of the vendor, 2000 to make said payments promptly on the dates above named to the order of the vendor, 2000 to make said payments promptly on the dates above named to the order of the vendor, 2000 to make said payments promptly on the dates above named to the order of the vendor. 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 XIOXX BROM CANDA SPRINGERIX HIGH BRICK SECTION OF SPRINGER SPACE OF SPRINGER SPACE OF SPRINGER SPECIAL S TERRODURING CONTRACTOR AND COMPANY PROPERTY PROPERTY PROPERTY AND CONTRACTOR AND kniky not particles and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances KONTANTES AND SERVICE OF THE SERVICE

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 dereichten mit der Einfahren ein ein der kommen eine verwegen ihreit berieberanden und incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall not cut or remove any 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 fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above stated,

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which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum \$6,500.00 covering said real property, together with one of these agreements in escrow at the Klamath First Federal Savings and Loan Association,

at Klamath Falls, Oregon

shall enter into-written-escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, yendee, 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 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 iff 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 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 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

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.

s 2,500.00 at the man of the execution of 0.1 to about an instruction of the contract desired desired and the contract of the contrac paydists in initialiments of not loss than \$ 2,000.00 par per curum tom April 6, 1981 Lines to you delt ed no bloc es et mondienni les the desente de evicule de la deve is the made chains installment on the face day of every. April . Thursoften and the full belonce and Interest

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

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STATE OF OREGON come equation a statue and status they comed to beautiful ad Mana the grant back of Sundy, of Klamath State of The

Fersonally appeared the above named Dorothy Hamaker, a widow

and acknowledged the foregoing instrument to be her भूति विकास सम्बद्धि के भूति के स्वाराध्या स्थापना स्थापन स्थापन स्थापन स्थापन

and a surface state of the state of the surface of Street, product of a street of the street of the street Notary Public for Oregon

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

Frank and Ruth Obenchain, Bly, Oregon 97622

State of Oregon, County of Klamath I certify that the within instrument was received for record on the 8th day of April 19 91 at 3:20 o'clock P m and recorded in book M91 on page __6363___ ___ Record of Deeds of said County.

Witness My Hand and Seal of County Affixed.

Evelyn Biehn County Clerk

County Clerk - Recorder an Deputy

Fee \$7,00

From the office of WILLIAM L. SISEMORE Attorney at Law First Federal Bldg. 540 Main Street Klamath Falls, Ore.