к-34397

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, 19 8] by and bety This Agreement, made and entered into this day of Mav 15

SIDNEY BE TUCKER, Trustee over some some and the set better the set better ther called the vendor, and FLOYD T. STOUT, JR. and PAMELA S. STOUT, husband and wife, rest inforced bus vibulancy month to you to this each of sound of the busic of the states and miles and filer called the vendee. hereinafter called the vendor, and

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hereinefter called the vendes, international products and to the state the state of the sector state of the sector of the state of the sector and is encoure and eligible of the or countriled with off (I) setting private the following states and management " Vendory bragiess worthoreally to the vendes Strand the vendes Strands the vender all of the following 'described "property' situate in Klamath County, State of Cregon, to-wit: nes birga ban ontherateb han oanen ylandu finde aromettige ent adatu kavitab ellanet to terrat el rier ar andrat, enter vor i laotvoo woduw has gutSE40 NE4 SE40 of Section #12; Township 40 South, and a section #12; tot to blog you Rangete 742 East of the Willamette Meridian, less the state of the Westerly 33:30 feet and the Southerly 30 feet thereof

the set of store to for roadway purposes, in Klamath County, Oregon have should

buts of principal measuring the property and his yourity interest theread, and in the ovent presention is an taken by render he check has he destroot to have warred his stafit to exercise any of the foregoing sights.

and in case and at retroit of intecleue this compare to be ended at the provisions is not the provision is the to pay concerning you of the proper and this search and such and the the their own may adjudge reasonable as attenney's the to the the stand of an and an action and if an append to include their any induced at durate shall count the vend a contract treatives to pay such that an its appulses court shall adjudge reasonable as plaintiffs attenay's fees on Harren daus

Vendee furner equips that forms by vender or any time to require performance by vordeel of any provisions hereof shall at and for a first of \$1.525.000 . 00.00 year fipayable as follows, to with at to based of it is base with year in di - . . . Markel Lineten soleh Most noisivory ast is weltow to be to problems done gran is donest publication, you is see .

is examining this evenes is at antisestable true varies or the varies why his note than one person that if the context so replies the singular persons deal he tries to mean and heliefe the placel, the materility, the ferticity, and the namer. and the provide all prevenues have healt be made, excand and institut to make the provident hereol apply equally \$ 5,000.00 called the time of the execution

of this agreement, the receipt of which is hereby acknowledged; \$ 20,000.00 with interest of the rate of 10 % per annum from May 15, 1981 payable in installments of not less tham s 250.00 per month , in clusive of interest, the first installment to be paid on the 15 day of June full on or before May 15, 1991.

Purchasers understand that the current zoning is SP-1, but said zoning is subject to change under the new plan now pending. Buyers agree to hold sellers harmless from any such change in zoning, or damages thereunder.

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 County Title Company 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 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 with loss payable to the parties as their respective interests may appear, said less than x n/apolicy of policies of insurance to be held of a youth with worth worth worth the that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments; liens and incumbrances of whatsoever nature and kind at Taxes to be profated as of May 15, 1981. ਾ ਹੈ ਕਿ

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or the possession of scid property as of May 15, 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 efithis date of all incumbrances whatsoever, except as set forth in said Warranty Deed

which vendee assumes, and will place said deed

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together with one of these agreements in escrow at the Klamath County Title Company, يري مسجوع ومستوريان الدين المرواب فالمعمرة والتعرف الافتوافية ورجدات والمستورة معراورة

at Klamath Falls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrew bolder 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 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.

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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. RE ALBREAT BAD . 31. 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 pleme 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 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 pur-

pose 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 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 to i corporations cande to dialividuals. (0.0.0, 0.0, 0.0

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their This agreement shall bind and inure to the benefit of, as the circumstances may require. The parties hereto and their and TET) [1]] 2 note set for to stransmitter at contrast the contrast to the set of the

WITNESS THE shands soft the parties the day and year first hereinabove written 1.51 Kiturn to

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William now pending to but gaid th chance in zoning, CO? Built eld Coton evedo seito est fil 0 ាល 22150 Spring field, Vorginie

STATE "OF an and property on all dense doed contribute and the same way and the property burgers of the same state of th bie ling stad and outre outbrue) engis ad eMayba27 oeb to havener 1.98 14 a station but a bare of experied your County "of Klamath) we main on the bear of brooking with office a beauting of the weather above of with loss proyects to it. - particular to their respective protects and episons and variance we lieds Personally appeared the above-named SIDNEY F. TUCKER, the wife, and acknowledged the foregoing ins rument to be the

Before me: untary act.

несоте rubiect to осну (склед, озвечивные, liens, charges or the vendor in and to sold property. Vender shall be entitied to 1981.

My Commission expires:

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to the suscitus heads and execute in teres of vandas good and sufficient warranty deed conveying a fig Winess the hands of the parties the day and year first have newrittened motion and a destruct

County of Klamati) ss, State of Oregon,

Fee_\$7.00

for Oregon

I hereby certify that the within instrument was received and filed for record on the ____ _27th ____, 19<u>81</u>, at 10:43 May day of_ 9322 o'clock A ___M. and recorded on Page in Book ______ Records of ______ of said County. Evelyn Biehn WHAT DE AND THE County Clerk

By De ka Range Deputy

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VANDENBERG AND BRANDSNESS VERICOLD FERIENT ATTORNEYS AT LAW

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