

This Agreement, made and entered into this 1st day of June 1981 by and between **RAYMOND G. BUDDEN and ROSE E. BUDDEN, husband and wife**, hereinafter called the vendor, and **WILLIAM E. BAKER**.

hereinafter called the vendee, do hereby certify that you as above named owner; all alone or with like persons have at this day conveyed by deed acknowledged and recorded to said vendee and to your agent at that to be hereunto lawfully admitted in full power of attorney duly qualified and sworn under seal of office and in presence of me or my assistant, duly qualified and sworn in that behalf authorized, certain parcels of land situated in Klamath County, State of Oregon, and described as follows:

WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

The North one-half of Lot 11, Block 7, of PLEASANT VIEW TRACTS, according to the official plat thereof on file in the Clerk's office of Klamath County, Oregon.

**SUBJECT TO: Liens, reservations and restrictions of the Enterprise
Irrigation District, and reservations, restrictions, liens, easements,
and rights of way of record and those apparent on the land;**

and for a price of \$ 20,000.00 , payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 17,000.00 at the time of the execution of this agreement, and the balance of \$ 3,000.00 on or before the 10th day of July, 1981. The balance shall be paid in installments of not less than \$ 158.47 per month, inclusive of interest, the first installment to be paid on the 10th day of July, 1981, and thereafter on the 10th day of every month thereafter until the full balance and interest are paid.

...the first time I had ever written...

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price, according to 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 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 re-vest 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 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 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.

In the event the Vendee desires to remove the existing dwelling from the subject property and construct a new dwelling, he may do so if he first obtains and delivers to Vendors a performance bond indemnifying Vendors for any loss suffered by them in the event that Vendee fails to construct such new dwelling.

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

William E. Baker
William E. Baker

Raymond G. Budden
Raymond G. Budden
Rose E. Budden
Rose E. Budden

STATE OF OREGON
County of, Klamath

June 00, 000/00

Personally appeared the above named William E. Baker; and Raymond G. Budden & Rose E. Budden,
husband and wife, on May 13, 1981

and acknowledged the foregoing instrument to be their act and deed.
WM. M. GANONG
NOTARY PUBLIC - OREGON
MY COMMISSION EXPIRES 11-2-82

Until a change is requested, all tax statements shall be sent to the following name and address:
(Return to) William E. Baker
4834 Larry Place, Klamath Falls, Ore. 97601

Wm. M. Ganong-Attorney
P. O. Box 57
Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the
3rd day of June A.D., 1981 at 2:00 o'clock P.M., and duly recorded in
Vol M81 of Deeds on page 9929.

Fee \$ 7.00

EVELYN BIEHN
COUNTY CLERK
By Debra A. Gandy Deputy