Vol. Mg/ Page 13301 This Agreement, made as entred toto this 23hd day of July , 19 81 by and between ROBERT D. MATHIS and BERNADETTE A. MATHIS, husband and wife, bereinafter colled the vendor, and

hereinafter colled the vendor, and RICK S. REMINGTON and TERRY L. REMINGTON, husband and wife, and annothing out according to determine the damage damage of each of the second and wife, hereinafter colled the vendoe of the vendoe of the second damage of the second data of the se

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following described property situate to Klesinth County. State of Crogon to with a same to entry to en ber seturitet the state that the later of the state have been able to be stated and the state of the property of the set of the set of the second of the second set of the second s Tel to the Vincent Lot 9; "Blitck of ; FIRST ADDITION TO BUENA VISTA

IN THE GIALY OF KLAMA PHEFALLS, in the County of statements uq on situms to Klamath, State of Oregon, sadows of linter during the second ve state and in mission in the second in the second install install install the second second in the se

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of this agreement, the receipt of which is hereby acknowledged; \$ 35,000.00 with interest at the rate of 10 % per annum from JULY 24, 1981 rentirement of in installingut store in installingut store in the store of 307.00 per month , in clusive of interest, the first installment to be paid on the Argunt August

1928 It and a stutther installment on the (1.919 day of every MON the Doothereafter tunfil) the stull balance and interest fore paid. In addition to the monthly payment due hereunder; Vendees shall pay all Ttaxes and insurance as the same become due un In the event. Vendees do not pay said taxes and insurance, Vencors may, at their option, pay the same and add said sums so paid back to the principal of this contract by presentation of paid receipts to the escrow holder herein.

to make sidd payments promptly on the datas above named to the order of the vendor, or the Vendee COLOOS survivors of thom, of the Klamath First Federal Savings and Loan Association,

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 vencior against loss or damage by fire in a sum not less than for full ins. value, with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held Vendors c py to Vendees that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of wholeosver rature and kind. Taples to be prorated as of July 24, 1981.

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 precisence over rights of the vendor in and to said property. Vendee shall be entitled to the possession of sold property as cf July 24, 1981,

Vendor will on the execution hereof make and execute in lavor of vendee good and sufficient warranty deed conveying a tee simple tille to said property free and clean as tel this date of all incumbrances whatsoever, encept as set for th in said Warranty Deed. Chell provide the solo

which vendee ausumes, and will place used died

together with one of these agreements ... escrow of the Klamath First Federal Savings & Loan TTE Association RAD TO MERINARY

cit Klainath Falls, Oregon, and shall enter into written surrow instruction in form satisfactory to said scrive holder, instructing cald encrow holder that when, and it vendes shall have paid the balance of the plichase price's accordance with the terms and conditions of this contract, said escrow holder shall doliver said instruments to vendee, but hat in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

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Estrow lees shall be dicticat from the first poyment made hereunder. The escrew holder may doduct cost of nec revenue stamps from final taymonts made hereunder.

oltw bit bit 3(, in , f) oli 1Mills In the event vendee shill full to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specific, or tail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being delared to be the essente of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by sirct foreclosure in equity; (2) to declare the full unpaid balance immediately due and payable; (3) To specifically, enforce that terras, of this, agreement, by suit in equity; (4). To declare this contract, null, and void, and in any of such cases, except stercise of the right; to specifically enforce this agreement by suit in equity, all the right and interest hereby created or ther 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 tertonnud and without any right of vendee of reclamation ar compensation for money paid or for improvements made, as absiduely, 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 deened to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foroclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of tills report and tille search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff it sold 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

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 bareunder to enforce the same and shareball any waiver by vendor of such bratch 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 vendes may be more than one person; that if the context so requires the singular proport n 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 a convorations, and ito sindividuals, $i \in [0,0]$, $(i \in 0)$

This agreement shall bind and ince to the benefit of, as the circumstances may require, the parties hareto and their respondive hairs, executors, adra high close, and assigned to be of resultation full and lessen as a sub- the first con-

It is understood and agreed by the parties hereto that this Contract nor any interest therein, or in the above described real property, shall be assigned, conb veyed coratransferred in any manner what soever, without the express written consent of the Vendors wherein of Vendors shall not unreasonably withhold said consent. As the second secon so paid made to the minipal of this contract by muse teltion of paid receipts to

the escientification northing

t tad a static payments promptly of the choic choic at \$2.5 the order of the worder on the economic a tea Klackath Bates Rejersi Savings 3-d mont Association. allo Tanina Palla

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Robert D Places

WILLIAM P. BRANDSNESS, P. C. KONCINESSIBLE DEVISION DEVISION DE DE LA CALLER AL MARCHANICA DE LA CALLER DE LA CALLER DE LA CALLER DE LA CALL ATTORNEYS AT LAW

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STATE OF OREGON County of Klamath)

ss. July 24, 1981.

acknowledged the foregoing instrument to be his voluntary act; and acknowledged that he is the Attorney-in-Fact for BERNADETTE ADA MATHIS, and that he executed the foregoing instrument by authority of and in behalf of said principal and he acknowledged said instrument to be the act and deed of said principal. Before me:

Notary Public for Oregon My Commission expires:

STATE OF OREGON)

07-0

County of Klamath)

July 23 SS, 1981

Personally appeared the above-named RICK S. REMINGTON and TERRY E. REMINGION, husband and wife, and acknowledged the fore-going instrument to be their voluntary act. Before me:

NE USE PITES W $\begin{array}{c} C = C + \frac{1}{2} \left(C + \frac{1}{2} \right)^{-1} \left(C + \frac{1}{2} \right)^{-1$

Notary Public for Oregon My Commission expires: 11-16-59

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Titel Co.

his <u>24th</u>day of <u>July</u> A.D. 19<u>81</u> at <u>3:32</u> o'clock ^P M., and duly recorded in Vol. 181 of ______ of _____ of _____ on Page ______ By Desuetha Afetach

Fee \$10.50

WHEN RECORDED RETURN TO Pransamerica title Ins.

Attn: Mary Lou

MAIL TAX STATEMENTS TO: Mr/Mrs Rick S. Remington 1101 Hanks St., Klamath Falls, Ore., 97,501