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This Agreement, made and entered into this 1st day of October 1981, by and between
RICHARD E. AUGHE SR. and JEAN T. AUGHE, Husband and wife,
hereinafter called the vendor, and TOM DeJONG and NELLIE A. DeJONG, Husband and wife,

hereinafter called the vendee.

WITNESSETH

Vender 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:

Lots 1 and 2 in Block 13 of First Addition to the Town of Bonanza according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon;
SUBJECT TO: Taxes for the year 1981-82 which are now a lien but which are not yet payable; Reservations, restrictions, rights of way and easements of record and those apparent of the land; and the AS IS condition of the property;

and for a price of \$ 25,000.00, payable as follows, to-wit:

\$ 10,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 15,000.00 with interest at the rate of 12.0 % per annum from October 20 1981, payable in installments of not less than \$ 150.00 per month inclusive of interest, the first installment to be paid on the 20th day of November 19 81 and a further installment on the 20th day of every month thereafter until the full balance and interest shall be due and payable. The balance of this contract may be prepaid at any time prior to October 20, 1982, without penalty.

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, 422 Main Street,

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 less than the full insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee with notice to vendor, 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

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 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 upon execution of this agreement October 19, 1981

Vender will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying in fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except those set forth above

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Klamath County Title Company

at Klamath Falls, Oregon

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And that after the written escrow instruction in form satisfactory to said escrow holder, insuring said holder 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.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and conditions 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 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.

The sales price set forth above includes the price of the electric kitchen range, the propane heating stove and the refrigerator, which the vendees hereby accept in their AS IS condition.

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

Richard E. Aughe Sr.

Jean T. Aughe

Tom DeJong

Nellie A. DeJong

STATE OF OREGON

County of Klamath

ss.

Oct 20 19 81

Personally appeared the above named Tom DeJong and Nellie A. DeJong

and acknowledged the foregoing instrument to be their act and deed.

Before me:

Notary Public for Oregon

My commission expires:

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

Mr. And Mrs. Tom DeJong
Rt. 2, Box 799 B
Klamath Falls, Oregon 97601

From the office of

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

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STATE OF OREGON, County of Klamath) ss.

10/1, 1981.

Personally appeared the above named Richard E. Aughe Sr. and acknowledged the foregoing instrument to be his voluntary act and deed.

(SEAL)

Before me:

[Signature]
Notary Public for Oregon
My commission expires: 8-8-83

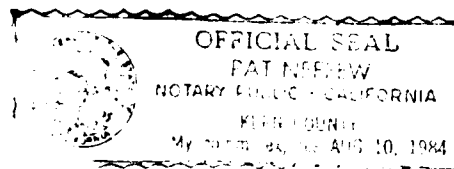
STATE OF CALIFORNIA, County of Kern) ss.

October 5, 1981.

Personally appeared the above named Jean T. Aughe and acknowledged the foregoing instrument to be her voluntary act and deed.

(SEAL)

Before me:



[Signature]
Notary Public for California
My Commission expires: _____

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title Co.

On 20th day of October A.D. 19 81 at 3:39 o'clock P.

duly recorded in Vol. M81, of Deeds on page 18336

By [Signature] DEVLYN BEHN, Clerk

Fee \$12.00