6453 This Agreement, made and entered into this 9th day of October. 19 81 by and v.v...<u>M8/</u>Page19811 SARIO J. CARAVALHO and RENATE CARAVALHO, husband and wife, Provide the stand of the stand of the stand of the standar, and ED YEAGER, But author for all form but relientance and to you as the second to you as the second to you as the second to you at the your second to your second to you at the y reference ban out viorelbonnet entited binant had at WIINSSETH Vendor S bragness to sell to the vendee wand the vendee stargagrees to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon; to-wit: has continued but beine dente considerent alle chier and called adhere to part of And the and Annaet is the to ensure is accompany the quarter three in the transformed the

The NE to foother SE of Section 33, Township 40 South, Range 7 East of the Willamette Meridian, Klamath County, one gon sit us suma is noneseason offit you you to have succeded of southers of hereits in the souther southers

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and a source enclated and the source of an and a source of the source of at and: for a price of \$= 15,000: 00: payable as follows, to wit:

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**\$3,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. **5,000 cash paid upon the execution of this Agreement. vilnupa vieno pared moterest; or afoin of breigns, can be meter admin ad thide serve

of this agreement, the receipt of which is hereby acknowledged; \$10441.75 with interest at the rate of 1 per annum from NOVEmberr I, 1981 payable in installments of not less than \$158.59payable in installments of not less than \$158.59. at the time of the execution month, in clusive of interest, the first installment to be paid on the 1St day of December, with interest at the rate of 10 % 19:81, and a further installment on the Oflist day of every a Month thereafter until the full balance and interest . nothed w overheat or of sail and

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 Mountain Title Company

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 that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than 3x 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 Copy to Vendee that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances to be appear to be appeared and the appear to be appeared appear to be appeared appear to be appeared appear to be appeared appear. of whatscever nature and kind . Taxes to be prorated as of November 1, 1981. RESIDEN

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 be entitled to the possession of said property as of November 1, 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 fef this date of all incumbrances whatsoever, except as set for th in said Warranty Deed

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Mountain Title Company.

instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendee shall have paid the balance of the purchase price in accordance will 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

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Switch bro ve 118 21. 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.

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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 senforce 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 atoresaid 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 this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of the 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

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions hereof shall such appeal. 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 vendoe 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

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101 Despective heirs, executors, administrators and casigns. 102 Despective heirs, executors, administrators and casigns. 103 Despective heirs, executors, administrators and casigns. TN WITNESS WHEREOF the parties have set their hands and seals the

day and year first hereinabove written. Return To: T/A-So. 6th Taxes To: Mr. E. O. Ycager 5720 Taft Ave Hollydale, Cabif, 90250 words and a X-2 Vage van Tal B.' STATE OF Hawai 1981. County noftan 1 Andra Man out appled beyareet in bevariat ed ton more al the source named SARIO J. CARAVALHO, and Personally, appeared the above named SARIO J. the fore of the RENATE CARAVALHO, husband and wife, and acknowledged the foregoing, instrument to be their voluntary act Before me: Norsted as of Wovembor 1, 1981: Nandy tor Notary Public t c to sectoria static estation of the state of ot kolitige ed illefte estracy vinegers bine et han at rebaav odt California ACKNOWLEDGMENT NO. 23 STATE OF CREEKN, County of Tas lingeles 1981 BE IT REMEMBERED, That on this 9 4 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within ...day of .. 60 known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that......heexecuted the same freely and voluntarily. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written. MARCARIT KERAN NOTARY PUBLIC MARCARIT KERAN NOTARY PUBLIC My Compassion Ligner, Det 31. 1987 US ANGELES COLINELY Notary Public for Orogon, Issue Parameter (& Paramount, Col 90 MARGARET KRAAN STATE OF OREGON; COUNTY OF KLAMATH; SS. I hereby certify that the within instrument was received and filed for record on the 13 day of November A.D., 19 81 at 11:00 o'clock A M., and duly recorded in **EVELYN BIEHN** COUVIY CLERK Ouve deputy on Page 19811 . Vol M 81 of Deeds Fee \$____8.00