

Agreement, made and entered into this 17th day of November, 1981 by and between

TRUMRINE

called the vendor, and

ELIZABETH A. PATTERSON

hereinafter called the vendee.

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:

PARCEL 1:

A tract of land situate in Sections 19 and 20, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Commencing at a 5/8" iron pin at the intersection of the Northerly right of way line of Joe Wright Road with the Easterly right of way line of the Dalles-California Highway 97 in the NE 1/4 of Section 19, Township 39 South, Range 9 East of the Willamette Meridian, thence North 03° 38' 00" East along said Easterly right of way line 568.68 feet to the true point of beginning for this description; thence continuing along said Easterly right of way line North 03° 38' 00" East, 326.00 feet; thence leaving said

(continued on attached sheet)

at and for a price of \$26,000.00 payable as follows, to-wit:

\$ 4,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 22,000.00 with interest at the rate of 11 % per annum from November 16, 1981 payable in installments of not less than \$ 250.00 per month, inclusive of interest, the first installment to be paid on the 16th day of December, 1981, and a further installment on the 16th day of every month thereafter until the full balance and interest are paid. Entire balance of principal and interest to be paid in full on or before November 16, 1996. In the event Grantee sells the above-described property, or any interest she has in said property, the entire balance due hereunder shall become immediately due and collectible.

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

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 \$ x full ins. value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held; Vendor's 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 of whatsoever nature and kind. Taxes to be prorated as of the date of closing.

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 the date of closing.

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 of this date of all incumbrances whatsoever, except as set forth 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

at Klamath Falls, Oregon, and shall enter into written escrow 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 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.

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.

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 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 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 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 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 WITNESS WHEREOF the parties have set their hands and seal the day and year first hereinabove written.

Irma Crumrine
Elizabeth A. Patterson

STATE OF OREGON)

County of Klamath)

Personally appeared the above-named IRMA CRUMRINE and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Kristi L. Garrison
Notary Public for Oregon
My Commission Expires: 6/19/83

STATE OF OREGON)

County of Klamath)

Personally appeared the above-named ELIZABETH A. PATTERSON and acknowledged the foregoing instrument to be her voluntary act and deed. Before me:

Kristi L. Garrison
Notary Public for Oregon
My Commission Expires: 6/19/83

VANDENBERG AND BRANDSNESS, ATTORNEYS AT LAW

411 PINE STREET
KLAMATH FALLS, OREGON 97601
TELEPHONE 503/882-5501

20118

right of way line East 658.90 feet; thence South 325.34 feet;
thence West 679.56 feet to the point of beginning.

PARCEL 2:

A tract of land situate in Sections 19 and 20, Township 39 South,
Range 9 East of the Willamette Meridian, Klamath County, Oregon,
being more particularly described as follows:

Commencing at a 5/8" iron pin at the intersection of the Northerly
right of way line of Joe Wright Road with the Easterly right of
way line of the Dalles-California Highway 97 in the NE $\frac{1}{4}$ NE $\frac{1}{4}$ of said
Section 19, Township 39 South, Range 9 East of the Willamette
Meridian; thence North 03° 38' 00" East along said Easterly right
of way line 894.68 feet to the true point of beginning for this
description; thence continuing along said Easterly right of way
line North 03° 38' 00" East 326.00 feet to a 5/8" iron pin; thence
leaving said right of way line, North 89° 52' 48" East, 638.25
feet; thence South 326.69 feet; thence West 658.90 feet to the
point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at ~~the~~ County of

this 18 day of November A. D. 19 81 at 2:17 o'clock P. M. in

duly recorded in Vol. M 81, of Deeds on page 20116

EVELYN BIEHN, County Clerk

By Joyce McChie

Fee \$12.00