0.00 -34930 instruction to the city to be said the city of account of account of account of account of account of the city of the c This Agreement, made and ontered into this have in 5th day of an October and 19 81 by and between ROBERT Wed YOUNG and ELSIE MENTYOUNG; of months section of statement for the section was a section with the section was a se hereinafter called the vendor, and DOUGLAS M. BOYLAN and ANGELA E. BOYLAN, husband and wife, but decayers by end to see on the constant of the see o telegraphic form of the second by the second by the second by the second to the second second to the second second to the second is livering long and yearth them reacted blogar this is t Vendor or 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: and the street is the restrict the verder which the restrict of the thirty of the treet is the street in the street and nd so filled general rad hadronoogness to hadronofied to be been to their fills hadron can be made on a resource of the latter Lots 53, 54 and 55, Block 14, Klamath Falls Forest Estates Highway 66 Unit, Plat No. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Aug deposed of high and heartest has sight to depose to the sight of t Subject to: Taxes for 1981-82 which are now a lien but not yet payable: Reservations and restrictions contained in deed recorded July 19, 1933, in Vol. 101 at page 267, Deed Records of Klamath County, Oregon; Reservations and restrictions contained in the dedication of Klamath Forest Estates Highway 66 Unit Plat No. 1; Declaration of Establishment of conditions, covenants and restrictions affecting real property, recorded July 12, 1963, in Vol. 346 at page 473, Deed Records of Klamath County, Near Oregon: Easements and rights of way of record and those apparent on the constitute that consequent the understand that vender on the vender may be under those one person, that if the context so tear out the surpolar proposal about he taken to meem and include the planch, the mesculine, the formine, and the nauter. end nest recensity of groundestical changes shall be studie, destined and impiled to make the previsions hereof apply equally at and for a price of \$ 6,500.00 ried their cond their oo.00. payable as follows, to-wit: na perspectutions and the individual of respictive hoirs, execution administrative or and derigns. of this agreement, the receipt of which is hereby acknowledged; \$ 6,250.00 with interest at the rate of at the time of the execution per cannum from Dec 2 15, 1981, payable in installments of not less than \$ 60.00 month , in clusive of interest, the first installment to be paid on the 15th day of January 19 8.2 and a further installment on the 15th day of every month thereafter until the full balance and interest nother the based of the corder that they and your that becaute watten agrees to make said payments promptly on the dates above named to the order of the vendor, XXXIIIEX Vendee and Loan Association, of the Klamath First Federal Savings and Loan Association, 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 中国大学的时代,所有的自己的工程的工程,但是一个企业,但是一个企业,是一个企业,但是一个企业,但是一个企业,但是一个企业,但是一个企业,但是一个企业,但是一个企业,但 INVESTIGATION OF THE PROPERTY and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances that vendee shall pay regularly

Look forested The 111 and on languaged account of the hardestrained as 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 October 15, 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 of this date of all incumbrances whatsoever, except as above stated, State of Chescen, County of ECL anatin

I certify that the which festivation was seeded for record on the 15 day of Jan 1932 at 2:0 le check. Per oud recorded in book M. 82 throad Size to start of Danie of spile Landing

which vendes assumes, and will place said deed and purchasers' policy of title insurance in sum of \$6,500.00 Covering said real property, together with one of these agreements in escrew at the Klamath First Federal Savings and Loan Association, Sed Moin Street Tayaff Jeput

at Klamath Falls, Oregon

Fur \$8.00

page 443.4

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, a if yendee 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

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and haroladius collea itu venium imd 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: Dreciose 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 exit 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 vender, 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 Jeceive 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

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. en the time of the execution 250:00 do out ad the total interest of the two of of this agreement, the receipt of which is hereby acknowledged of poyoble in restributing of art loss than $\varepsilon \, \, 60.00$ per comuce from Obroheer 15, 1981, in during or intenset, the first instrument to be puld on the Unit day of Novemberr

16 83] and a forcest marellation on the 15th day of every months. Champles until the full belonce and interest Witness the hands of the parties the day and year first herein written. Marin forma of so straine Od St Elsie M. Younge Algera GIDARO surveignation with the view of the court of the court for the first owner the first owner. STATE OF TOTAL STATE COMPLETE CONTROL OF CON . 85. A CONTROL OF THE PROPERTY OF T Personally, appe ared the above named ROBERT W. YOUNG and ELSIE M. YOUNG, and acknowledged the foregoing instrument to be __their adod . ริงไม่ผล อ.คอรอส์ อะ ton Welthernott of the property of the property to the state of the st My commission expires: Until a change is requested, all tax statements shall be sent to the following name and address: Douglas M. and Angela E. Boylan, Box 33, Bonanza, Oregon 97623 State of Oregon, County of Klamath . I certify that the within instrument was received for record on the 15 day _ 1982_ at 2:01o'clock Pm and recorded in book M 82 of Jan From the office of the state of on page <u>579</u> First Federal Bldg. bus aprily a large dar Evelyn Biehn County Clerk 540 Main Street Klamath Falls, Ore. County Clerk - Recorder alimate (Note at Dun

\$8.700

Deputy