

THIS AGREEMENT, made and entered into this 8th day of February, 19 82 by and between NEAL G. BUCHANAN

hereinafter called Seller, and RICHARD A. MONSCHEIN

hereinafter called Buyer (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

WITNESSETH:

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller for the price and on the terms and conditions set forth hereafter all of the following described property and improvements situate in Klamath County, State of Oregon, to-wit:

"The Northeasterly 40 feet of Lot 13 in Block 53 of Second Hot Springs Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon."

SUBJECT TO:

- 1) The interest of J. W. McLoud as disclosed by deed dated March 18, 1952, recorded March 8, 1957, in Deed Volume 290, Page 227, records of Klamath County, Oregon. It appears that J. W. McLoud is deceased; however, there is no death certificate of record in Klamath County, Oregon.
- 2) The interest of Mary McHenry and Charles McHenry, as contract purchasers, disclosed by Agreement, by and between Rosie L. McLoud, a widow, Vendor, and Mary McHenry and Charles McHenry, Purchaser, dated May 26, 1966, recorded May 26, 1966, in Volume M66, Page 5549, Microfilm records of Klamath County, Oregon.
- 3) The interest of James (NMI) Neufeld as contract purchaser, disclosed by Warranty Deed from Ernest L. Houck to James (NMI) Neufeld, dated July 3, 1974, recorded July 3, 1974, in Volume M74, Page 8266, and re-recorded August 1, 1974, in Volume M74, Page 9415, Deed records of Klamath County, Oregon.

The purchase price thereof shall be the sum of \$15,500.00 payable as follows: \$2,000.00 upon the execution hereof; the balance of \$13,500.00 shall be paid in MONTHLY installments of \$134.75 INCLUDING interest at the rate of 12% per annum on the unpaid balance, the first such installment to be paid on the 1st day of March, 1982, and a further and like installment to be paid on or before the 1st day of each month thereafter until the entire purchase price, including both principal and interest is paid in full.

The parties further agree that an additional principal payment in the sum of \$1,000.00 shall be due and payable on or before June 8, 1982. It is further agreed by and between the parties that the entire balance owing, including both principal and interest, shall be fully due and payable on or before February 8, 1987.

It is mutually agreed as follows:

- * 1) Interest as aforesaid shall commence from date hereof, Buyer shall be entitled to possession of the property as of date hereof;
- * 2) After date hereof, Buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment;

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- 3) Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of date hereof and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor; Buyer shall further provide Seller with proofs of payment of each year's taxes and insurance.
- 4) Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss, all uninsured losses shall be borne by the Buyer on or after the date Buyer becomes entitled to possession;
- 5) Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller, Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of Seller;
- 6) Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements, in escrow at Mountain Title Company, 407 Main Street Klamath Falls, Oregon 97601, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller;
- 7) Until a change is requested, all tax statements shall be sent to the following address:
- Richard A. Monschein
714 Woodlawn Street
Chula Vista, CA 920107601
- 8) Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Seller or by any agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement.

PROVIDED, FURTHER, that in case Buyer 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 Seller 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 endorse 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 Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

ENCUMBRANCES: It is understood between the parties hereto that the premises covered by this contract are subject to the interest of J. W. McLoud, Mary McHenry and Charles McHenry, and James (NMT) Neufeld, all of which said encumbrances are set forth hereinabove. Seller agrees that he will make the payments upon said encumbrances as they become due, and before they become delinquent; and in any event, will pay off said encumbrance at or prior to the time that final payment is made under the contract.

REPRESENTATION BY ATTORNEY: The parties hereto acknowledge that this contract was prepared by Neal G. Buchanan, Attorney at Law, a party hereto, solely on behalf of himself, and that said attorney in no way represents the Buyer.

Should Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 24th day of February, 1982.

Neal G. Buchanan
SELLER

Richard C. Mouschein
BUYER

SELLER

BUYER

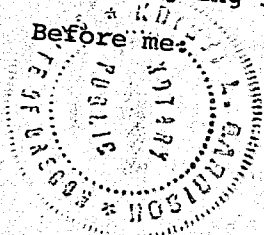
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STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named NEAL G. BUCHANAN

on this 9th day of February, 19 82 and acknowledged
the foregoing instrument to be his voluntary act and deed.

Before me:



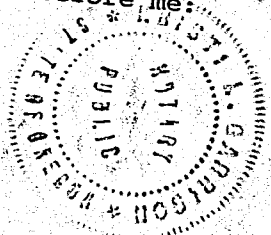
Kristi L. Garrison
NOTARY PUBLIC FOR OREGON
My Commission Expires: 6/19/83

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named RICHARD A. MONSCHEIN

on this 8th day of February, 19 82 and acknowledged
the foregoing instrument to be his 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) ss.

I certify that the within instrument was received for record on the
10 day of February, 19 82, at 12:58 o'clock
P.M., and recorded in Book M 82 on Page 1763 or as DEEDS
file/reel number 9057, of said county.

Witness my hand and seal of County affixed.

Fee \$16.00

Evelyn Biehn County Clerk
Recording Officer
By: Joyce McQuinn
Deputy

mtc