38 00 0820310 BAR 8717 Vol. <u>Mariago</u> Ultis Agreetment, made and entered into this 2013 day of June 19 by and best and bes estrow harier shall deliver said instruments to vendae, but that in case of default ut verdan solders addubellagiered. BEN A. GORITE and GERDA GUITTE, husband and wife, achara of energy the rebusine base of Bur in case vendes shall fail to righe the payments at recase, of the'r, panonally eshaey, ethobeling, reinalered, it is a nove specified or full to keep any cl its other terms of condition i with datement, time of payment and ade prister e Song destared to he ine essence of HT3234711W, then and t shall have the following rights: -7 (1) sicovendor agrees to sell to the vendoe and the vendee agrees to buy from the vendor all of the n i k Vendor darees to sel to ne vende during the vende during the vende of order to be at the second set to the vende of the ve a teeps at by mult in equily, all the right and in The Ny of Section 29, [Counship 37 South, Bange 15, East of the Willemette Moridian. Moridian. Alter te bis performate et man and the section of the section of the bis bis bis bis bis and the section of the Subject to: Rights of the public in and to any portion of said premises in lying within the limit to of roads and highways; One-half inverest in the vi actemineralerights astrest with in Read Volume: 46 ate page: 180; Beed Volume 47 at page 391, Dead Wolupe 47 at page 546, and Dead Wolume 6% at page 246, at page 591, seed volume 4/ at page 546, and beed volume on at page 248, all in Records of Klamath County, Gregon; Essements and rights of why of record and those apparent on the lard, if any; Conveyance of Fishhole Road No. 379 from Klamath County to the United States Department of Agriculture, No. 379 from Klamath County to the United States Department of Agriculture, Forest Service, by instrument filed November 5, 1959, in County Commissione Journal 29 at page 374, lecords of Klamath County, Gregon, and by deed re-corded May 27, 1960, in Deed Volume 321 at page 453, Records of Klamath Commissioner's Inde los Countiges Oregon (cover pariditatona be proparty) staes ye autor tent serve reduct schas in it way alled worder's tight bereatier to anforce the scheel not shall any weight by wender of such theuch of any prethe second to be a to as a waiver of any succeeding breach of any such provision or as a waiver of illo provision the contrary this contrary, it is understood that vendor of the vender may be more than one nerson; hat if the context s. receites the singular transum thail be acken to metre and include the plural, its measurance the feminian, and the neutring ere it a secoly al galantical cheates shall be mids, curated and implied to make the provisions hereat apply soundly to the supervisory and to individuals. at and for a price of \$ 20,000.00 , payable cis follows, to-wit: er roe (ni shale blad and finne is it's benote at a dis dimarities so there, solute, it's parties have and their 5 2,000.00 antistant the time of the execution di \$ 13,000.00 with interest at the rate of payable in installments of not less that \$ 1,600.00 of this agreement, the receipt of which is hereby acknowledged: \$ Der July 1, 1972, per annum from year . Inclusive of interest, the first installment to be paid on the LSt day of July 1973, and a further installment on the 1st day of every July thereafter until the full balance and interest are paid. Frowlded, however, that vendece will make an additional payment of \$2,000.00 on or before September 1, 1972. to uses the boach of the parties the day and your final writism bar House o v

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10 to make said payments promptly on the dates above named to the order of the vendor. Hange First Rideral Savings and Loan Association of Klamath Falls, Trobiestil Vendee agrees same of the same o A. 14 S. 11 at Klamath Falls. Oregon: to keep said property at all tiries in as good condition as the same now are, that no improvement, now on or which

may hereaffer be placed on said propert, shall be removed at destroyed before the entire purchase price has been paid and NERVISE NAMES AND A CONSIGNATION OF A CONSIGNATI WINTER FOR THE FIRE PARTY AND THE STATE OF T TRASSER that vendee shall pay regularly ISEA STATE TO A CONTRACTOR OF THE TOTAL and seasonably and before the same shall become subject to interest charges, all taxes, assessments, itens and incumorances of whatscever 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 be entitled to the possession of said property July 1, 1972.

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 85 thous stated,

which vendoe assumes, and will place and clood and purchassers' policy of title insurance in sura of \$20,000.00 covering said mest property, together with one of these agreements in ercrow at the First Federal Savings and Loan Association of

at Klamath Falls, Oregon

Klapsth Falls,

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and intell enter into written escrow instruction in form satisfactory to said escrow holder, instructing 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 schleves row holder shall, on demend, surrender said instruments to vendor. Stiller in Prisitiend Maria Artistic Lens 202150

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But in case 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 equily; (2) To declare the full unpoid balance immediately due and payable; (3) To declare the full unpoid balance immediately due and payable; (3) To specifically enforce the terms of the a resent by suit in equity; (4) To declare this contract null and void, and in (3) To specifically enforce the terms of the a resent 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 favo: of vendee derived under this agreement shall utterly cecse 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 omer act by voltati to be potentiate and more and perfectly as if this agreement had never been made, 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 purposs of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor the shall not be deemed to have waited als 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, vendee further promises to pay such sur as the appellate cour shall adjudge reasonable as plaintiff's attorney's fees on such appeal version of the state of the stat

Vendes further agrees that failure by vender 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 cl and los a size of \$ 20,000,00 sayable as follows, to with 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 there, executors, administrators and assigns. S of this expressiont, the receipt of which is hereby acknowledness \$

lo anti edi ta irleresi at the trite of per animum from July 1, 19712 P prychio in install one of not less that 3 hours (1.30 mint The state in initial the first insidiment to be paid on the state and a state with the full bailance and interise in part and a transfer with the full bailance and interise and part in part is the full bailance and interise and part is part in part is the full bailance and interise and part is part is the full bailance and interise and and a state and a s it is a paid of the first braining of the first braining of the first day of

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	FORM NO. 23 - ACKNOWLEDGMENT STEVENS-NESS LAW PUB. CO., PORTLAND. ORE.
	STEVENS-NESS LAW PUB. CO., FURTHERING
STATE OF OREGON,	
County of KLAMATH	
County of	10 82
BE IT REWEMBERED, That on this	4th day of MARCH , 19 32,
BE IT REIMENDERLD, THE Public I	n and for said County and State, personally appeared the within
Before me, the undersigned, a Honald V. NCNELLA	
named	
	and the second and
individual	described in and who executed the within instrument and uted the same freely and voluntarily.
known to me to be the identical indicate	uted the same freely and voluntarily.
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T.C. RANCH	Hotary Public for Oregon. 11/21/83
Return To: 7.C. RANCH Eastgate Fallon, NV 89406	My Commission expires
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I hereby certify that the with	hin instrument was received of clock A M, rch A.D., 1982 at 10:57 o'clock A M,
record on the <u>-J</u> day of <u>Im</u>	of Deeds on page <u>2787</u> .
and duly recorded in Vol <u>14.82</u>	, or <u>beens</u>
· 동물 방문 영양 전 문화 - 영영물 감정물 :	EVELYN BIEHN COUNTY CLERK
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