

10084

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1 THIS AGREEMENT, made and entered into this 26th day of February, 1982, by  
2 and between GLEN L. RINEHART and DELORES ANN RINEHART, hereinafter called Sellers,  
3 and JAMES F. NOVAK, JOHN J. NOVAK, M. RUTH NOVAK, PAUL M. NOVAK and GLENN G.  
4 GAILIS, hereinafter called Buyers,

## WITNESSETH:

5  
6 Sellers agree to sell to the Buyers and the Buyers agree to buy from the  
7 Sellers all of the Improvements located on Lot 2, Block C of the Recreation  
8 Creek Tract, Winema National Forest, Klamath County, Oregon, at and for a price  
9 of \$29,500.00, payable as follows, to-wit: \$10,000.00 at the time of the execu-  
10 tion of this agreement, the receipt of which is hereby acknowledged; \$19,500.00  
11 with interest at the rate of 12% per annum from March 1, 1982, payable in instal-  
12 lments of not less than \$316.14 per month, inclusive of interest, the first  
13 installment to be paid on the 1st day of April, 1982, and a further installment  
14 on the 1st day of every month thereafter until the full balance and interest are  
15 paid.

16 Buyers agree to make said payments promptly on the dates above named to the  
17 order of the Sellers, or the survivors of them, at Klamath First Federal Savings  
18 and Loan Association, at Klamath Falls, Oregon; to keep said property at all  
19 times in as good condition as the same now are, that no improvement, now on or  
20 which may hereafter be placed on said property shall be removed or destroyed  
21 before the entire purchase price has been paid and that said property will be  
22 kept insured in companies approved by Sellers against loss or damage by fire in  
23 a sum not less than its full insurable value, with loss payable to the parties  
24 as their respective interests may appear, said policy or policies of insurance  
25 to be held by Buyers, that Buyers shall pay regularly and seasonably and before  
26 the same shall become subject to interest charges, all taxes, assessments, liens  
27 and incumbrances of whatsoever nature and kind and agree not to suffer or permit  
28 any part of said property to become subject to any taxes, assessments, liens, charges  
29 or incumbrances whatsoever having precedence over rights of the Sellers in and  
30 to said property. Buyers shall not cut or remove timber on the premises without  
31 written consent of Sellers. Buyers shall be entitled to the possession of said  
32 property on closing.

1 Sellers will on the execution hereof make and execute in favor of Buyers  
2 good and sufficient Bill of Sale conveying title to the Improvements free and  
3 clear as of this date of all incumbrances whatsoever, and a Request for Termi-  
4 nation and Application for Special Use Permit transferring the Forest Service  
5 Permit to the Buyers, and Buyers will execute in favor of Sellers a Request for  
6 Termination of and Application for Special Use Permit transferring the Forest  
7 Service Permit to Sellers, and will place said Bill of Sale and Request for  
8 Termination of and Application of Special Use Permit, together with one of these  
9 agreements, in escrow at Klamath First Federal Savings and Loan Association, at  
10 Klamath Falls, Oregon, and shall enter into written escrow instructions in form  
11 satisfactory to said escrow holder, instructing said holder that when, and if,  
12 Buyers shall have paid the balance of the purchase price in accordance with the  
13 terms and conditions of this contract, said escrow holder shall deliver said  
14 instruments to Buyers, but that in case of default by Buyers said escrow holder  
15 shall, on demand, surrender said instruments to Sellers.

16 But in case Buyers shall fail to make the payments aforesaid, or any of them,  
17 punctually and upon the strict terms and at the times above specified, or fail  
18 to keep any of the other terms or conditions of this agreement, time of payment  
19 and strict performance being declared to be the essence of this agreement, then  
20 Sellers shall have the following rights: (1) To foreclose this contract by  
21 strict foreclosure in equity; (2) To declare the full unpaid balance immediately  
22 due and payable; (3) To specifically enforce the terms of the agreement by suit  
23 in equity; (4) And in any of such cases, except exercise of the right to specif-  
24 ically enforce this agreement by suit in equity, all the right and interest hereby  
25 created or then existing in favor of Buyers derived under this agreement shall  
26 utterly cease and determine, and the premises aforesaid shall revert and revert  
27 in Sellers without any declaration of forfeiture or act of reentry, and without  
28 any other act by Sellers to be performed and without any right of Buyers of  
29 reclamation or compensation for money paid or for improvements made, as absolutely,  
30 fully and perfectly as if this agreement had never been made.

31 Should Buyers, while in default, permit the premises to become vacant, Sellers  
32

1 may take possession of same for the purpose of protecting and preserving the  
 2 property and their security interest therein, and in the event possession is so  
 3 taken by Sellers they shall not be deemed to have waived their right to exercise  
 4 any of the foregoing rights.

5 And in case suit or action is instituted to foreclose or to enforce any of  
 6 the provisions hereof, the prevailing party in such suit or action shall be en-  
 7 titled to receive from the other party their costs which shall include the reason-  
 8 able cost of title report and title search and such sum as the trial court and  
 9 or appellate court, if an appeal is taken, may adjudge reasonable as attorney's  
 10 fees to be allowed the prevailing party in said suit or action and/or appeal,  
 11 if an appeal is taken.

12 Buyers further agree that failure by Sellers at any time to require perform-  
 13 ance by Buyers of any provision hereof shall in no way affect Sellers' right  
 14 hereunder to enforce the same, nor shall any waiver by Sellers of such breach of  
 15 any provision hereof be held to be a waiver of any succeeding breach of any such  
 16 provision, or as a waiver of the provision itself.

17 This agreement shall bind and inure to the benefit of, as the circumstances  
 18 may require, the parties hereto and their respective heirs, executors, administra-  
 19 tors and assigns.

20 Witness the hands of the parties the day and year first herein written.

21 Glen L. Rinehart James F. Novak

22 Delores Ann Rinehart John J. Novak  
 23 Delores Ann Rinehart John J. Novak

24 Sellers Ruth M. Novak

25 Paul M. Novak  
 26 Paul M. Novak

27 Glenn G. Gailis  
 28 Glenn G. Gailis

29 Buyers

1 STATE OF OREGON )  
 2 ) ss  
 3 County of Klamath )

4 On this 26 day of Feb, 1982, personally appeared the above-named  
 5 Glen L. Rinehart and Delores Ann Rinehart and acknowledged the foregoing instru-  
 6 ment to be their act and deed. Before me:

William L. Sisenore  
 Notary Public for Oregon

My Commission Expires: 02-28-1982

9 STATE OF OREGON )  
 10 ) ss  
 11 County of Klamath )

12 On this 17<sup>th</sup> day of March, 1982, personally appeared the above-named  
 13 James F. Novak, John J. Novak, Ruth M. Novak, Paul M. Novak and Glenn G. Gailis,  
 14 and acknowledged the foregoing instrument to be their act and deed. Before me:

Clara M. Farnum  
 Notary Public for Oregon

My Commission Expires: 2-5-85

17 STATE OF OREGON; COUNTY OF KLAMATH; ss.

18 Filed for record & expiration of \_\_\_\_\_

19 his 18 day of March A.D. 19 82 at 4:12 o'clock P M and  
 20 duly recorded in Vol. M 82, of Deeds on Page 3410

21 Fee \$16.00

22 By Evelyn Biehn County Clerk

31 Agreement - Page 4.

Ret to  
 32  
 WILLIAM L. SISEMORE  
 Attorney at Law  
 540 Main Street  
 KLAMATH FALLS, ORE.  
 97601  
 503/882-7229