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Vol. 1m82 Page 5640

This Agreement

made and entered into this 5th day of April, 1982 by and between
WILLIAM O. KENNEY and BERTHA B. KENNEY, husband and wife,
hereinafter called the vendor, and
DAVID O. KENNEY and SUSAN K. KENNEY, husband and wife,
hereinafter called the vendee.

WITNESSETH

Vender agrees to sell to the vendee and the vendee agrees to buy from the vender all of the following described property situate in Klamath County, State of Oregon, to-wit:

A parcel of land situate in the NW 1/4 of Section 34; Township 38 South, Range 11, East of the Willamette Meridian, being more particularly described as follows:

Beginning at the Southwest corner of said Section 34; thence North 89°51'27" East along the South line of said Section 34, 630.00 feet; thence leaving said section line, North 570.00 feet; thence South 89°51'27" West, 630.00 feet to a point on the West line of said Section 34; thence South along said West line, 570.00 feet to the point of beginning.

Subject to: Reservations, restrictions, limitations, conditions, easements and rights of way of record and those apparent on the land;

at and for a price of \$ 6,500.00 payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 0.00 at the time of the execution
per annum from April 5, 1982, with interest at the rate of 7.5 %
month, inclusive of interest, the first installment to be paid on the 5th day of May
19 82 and a further installment on the 5th day of every month thereafter until the full balance and interest are paid.

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 Klamath First Federal Savings & 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 that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than Full insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by Vendee with notice to Vendor 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.

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 upon execution of this Agreement.

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 those encumbrances set forth above

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Klamath First Federal Savings & Loan Association

at Klamath Falls, Oregon

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and shall 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, said escrow holder, shall, on demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually, and upon the day when 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 the 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 reversion 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 no suit or action by vendor shall be deemed to constitute a waiver of any of the provisions hereof, the prevailing party in such suit or action shall be entitled to recover 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, if an appeal is taken, may, as judge, 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 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.

Buyer: 327 Dudley St.
Prosser wa 99350
Return to KCT

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

William O. Kenney
Bertha B. Kenney
David O. Kenney
Susan K. Kenney
STATE OF OREGON
County of Klamath
Personally appeared the above named William O. Kenney and Bertha B. Kenney, husband and wife,

and acknowledged the foregoing instrument to be their act and deed.

Before me: Mythe Moore
Notary Public for Oregon
My commission expires: 8-29-83

Until a change is requested, all tax statements shall be sent to the following name and address:

STATE OF OREGON: COUNTY OF KLAMATH ;ss
I hereby certify that the within instrument was received and filed for record on the 6 day of May A.D., 1982 at 10:29 o'clock A M and duly recorded in Vol M 82, of Deeds on page 5648

FEE \$ 8.00

EVELYN BIEHN COUNTY CLERK
by Mythe Moore Deputy