

T/A #M-38-24480-8

THIS AGREEMENT, made and entered into this 8th day of June, 1982 by and between Mildred E. McKune, hereinafter called Seller, and Michael R. Davis and Esther L. Davis, husband and wife, 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:

"Lot 21, Block 1, BRYANT TRACTS #2, according to the official plat thereof on file in the Office of the County Clerk, Klamath County, Oregon." Together with a 1972 14x64 Tamarack Model 3879, s/n 162944D mobile home.

SUBJECT TO:

- 1) Contracts and/or liens for irrigation and/or drainage, reservations, easements, restrictions and rights of way of record and those apparent on the land.
- 2) Regulations, including levies, liens and utility assessments of the City of Klamath Falls.
- 3) Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District.
- 4) Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District.
- 5) Reservations, including the terms and provisions thereof, contained in Deed dated September 6, 1939, recorded June 4, 1943 in Book 155 at page 561, Deed Records, reserved by F. D. Bryant and Frieda E. Bryant, "the right to construct, build and erect ditches, telephone and telegraph lines and power lines".
- 6) An easement created by instrument, including the terms and provisions thereof,
 Dated: July 31, 1959
 Recorded: July 31, 1959 Book: 314 Page: 452
 In favor of: John C. McClintock and Irene McClintock
 (South 6 feet of Lot 21)
- 7) Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby.

The purchase price thereof shall be the sum of \$33,000.00, payable as follows: Closing costs to be paid by the Purchaser upon the execution hereof; the balance of \$33,000.00 shall be paid in monthly installments of \$289.00 INCLUDING interest at the rate of 10% per annum on the unpaid balance, the first such installment to be paid on or before the 9th day of each and every month thereafter until June 15, 1989, when the entire purchase price, including both principal and interest, shall be fully due and payable.

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;

- 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 Klamath County Title Co., 422 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; Buyer and Seller further agree that the payments on the within contract shall be placed for collection with Certified Mortgage Company, 836 Klamath Avenue, Klamath Falls, Oregon 97601.
- 7) Until a change is requested, all tax statements shall be sent to the following address:
Michael R. and Esther L. Davis
1845 Melrose
Klamath Falls OR 97601
- 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.

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 8th day of June, 19 82.

Mildred E. McKune
SELLER

SELLER

Michael R. Davis
BUYER

Ernest L. Davis
BUYER

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Mildred E. McKune

on this 9th day of June, 1982 and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

W. Leland D. Addington
NOTARY PUBLIC FOR OREGON,
My Commission Expires: 3-22-85

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named Michael R. Davis and Esther

L. Davis, husband and wife,
on this 8th day of June, 1982 and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

W. Leland D. Addington
NOTARY PUBLIC FOR OREGON
My Commission Expires: 3-22-85

Return To: T/A Marlene
Taxes to: Mr. & Mrs. Michael R. Davis
1845 Melrose
City, 97601

STATE OF OREGON, County of Klamath) ss.

I certify that the within instrument was received for record on the 9 day of June, 1982, at 3:38 o'clock P.M., and recorded in Book M 82 on Page 246 or as file/reel number 12551, of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk
Recording Officer

By: Joyce Mc Lane
Fee \$16.00 Deputy

RERECORDED: TYPE OF BOOK NOT NOTED ON ORIGINAL RECORDING

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 10 day of June A. D. 1982 at 12:16 o'clock P.M., and
duly recorded in Vol. M 82, of Deeds on Page 7285

No Fee

EVELYN BIEHN County Clerk
By: Joyce Mc Lane