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This Agreement, made and entered into this 26th day of April, 1982 by and between ROBERT ANTHONY and LISA D. ANTHONY, husband and wife, hereinafter called the vendor, and F. ORR BAKER and OPAL M. BAKER, husband and wife, hereinafter called the vendee.

## WITNESSETH

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

PARCEL 1: The following-described real property is situated in the County of Klamath, State of Oregon, being more particularly described as follows:

From the Northwest corner of the NW $\frac{1}{4}$  of the SW $\frac{1}{4}$ , Section 27, Township 35 South, Range 7 E. W. M., Easterly along North line of said NW $\frac{1}{4}$  of SW $\frac{1}{4}$  330 feet to the point of beginning; thence South and parallel with Section line of said Section 27, 132 feet to an iron pin; thence Easterly and parallel with North line of NW $\frac{1}{4}$  of SW $\frac{1}{4}$ , 198 feet to an iron pin; thence North and parallel with Section line of said Section 27, 132 feet to an iron pin; thence Westerly 198 feet to the point of beginning.

PARCEL 2: A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 27, Township 35 South, Range 7, E.W.M., in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the one-quarter common to Sections 27 and 28, said Township and Range; thence East, parallel with the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ , a distance of 330.0 feet; thence South, parallel with the West line of said Section 27, a distance of 132.0 feet; thence West, parallel with the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$ , a distance of 330.0 feet to the West line of said Section 27; thence North, along said West line, a distance of 132.0 feet to the point of beginning,

and for a price of \$ 21,500.00, payable as follows, to-wit:

\$ 2,645.00 at the time of the execution

of this agreement, the receipt of which is hereby acknowledged; \$ 18,855.00 with interest at the rate of 10 % per annum from May 1, 1982

payable in installments of not less than \$264.31 per

month, inclusive of interest, the first installment to be paid on the 1st day of June

1982, and a further installment on the 1st day of every month thereafter until the full balance, and interest

thereon, is paid in full, May 1, 1985, when the entire balance, principal and interest, is due and payable.

Provided, however, if said property shall be redeemed prior to January 21, 1983, then vendor shall refund to vendee all payments made hereunder.

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 Mountain Title Co., 407 Main Street,

at Klamath Falls,

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, copy 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 immediately.

bargain & sale deed.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed covering the above described property, the execution of which shall be the duty of the vendor, and the vendee shall receive the same.

Vendor will place said deed,

together with one of these agreements in escrow at the Mountain Title Co.

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 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 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 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 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 in case suit or action is instituted to foreclose or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive 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 or appellate court, if an appeal is taken, may adjudge 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.

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

*Robert Anthony*  
Robert Anthony  
*Lisa D. Anthony*  
Lisa D. Anthony

*F. Orr Baker*  
F. Orr Baker  
*Opal M. Baker*  
Opal M. Baker

CALIFORNIA  
STATE OF ~~OREGON~~ Nevada } ss. June 4, 19 82  
County of E. Co.

Personally appeared the above named ROBERT ANTHONY and LISA D. ANTHONY, husband and wife,

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



FLORENCE M. STATES  
Notary Public - State of Nevada Before me:  
Appointment Recorded in Elko County  
MY APPOINTMENT EXPIRES OCT. 11, 1983

*Florence M. States*  
Notary Public for ~~Oregon~~ California Nevada  
My commission expires: 10-15-83

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

F, Orr and Opal M. Baker  
Star Rt., Box 10F  
Chiloquin, Oregon 97624

State of Oregon, County of Klamath.

I certify that the within instrument was received for record on the 15 day of June 19 82 at 3:49 clock P. m and recorded in book M 82 on page 7602 Record of Deeds of said County.

From the office of  
CRANE & BAILEY  
Attorney at Law  
540 Main Street  
Klamath Falls, Oregon 97601

Witness My Hand and Seal of County Affixed.

Evelyn Biehn County Clerk  
County Clerk - Recorder  
*Joyce McChurn*  
Deputy  
Fee \$8.00

*Return*  
*ATC*