Vol. 1052 Page 9471

This Apreement, made and entered into this 21st day of July HAPPIS and JOSEPHINE HARRIS, husband and wi RICHARD L. HARRIS and JOSEPHINE HARRIS, husband and wife, . 19 82 by and between Thereinafter called the vendor, and a variation to ease at that the context of strategies of the second

RICHARD A. GAY and CAROL A. GAY, husband and wife, hereinafter (called the vendee, all used on patient and taken you all used on patients and the statemyou all used of

t the characterized the state of the second second sector and the state of the state of the state of the state

st (f) - sidple provotist edi ourid lande tabator node st**WITNESSETH**, la consense sub sel est contrata con t Vender S agrees to sell to the vendee S and the vendee S agrees to buy from the vendor S all of the following described property situate in Klamath County, State of Oregon, Jowit: on out to ponetry situate in Klamath County, State of Oregon, Jowit: SE-2NE-2SE-2 of Section 20, Township 40 South, Range 8 E.W.M., ally any reader to be material and without any right of vendee of recloration or companying for many right or his

instant this produces the theory fully and perfectly as if this precised had never been made.

Sheald reader, while it is percente premises to become reader. Vendor may take procession of targe for not purpress of previound and preserving the property and his security mission therein, and in the event prevention is as arean by ander the shell not be destand to have weived his right to exercise only of the itropoing rights.

And is even of drawn is instituted to foreclose or to enforce only of the promulas hereof, the prevenue restrict the with the set of the state of the test party from the other party has easing which shall include the tracentile cree of this repart and the period and and such and of the trial court and or oppollate court, is an appeal is taken, may added je reasonable ar arrangie leve to be oblewed the prevailing perty in said sur er ecuen and er opteol, it an appeel is vient

Version tables agrees that fulture by vender of any time to require parternance by vender of any provision testef shuft in the work alted vendur's right i arounder to enforce the some not shall only worked by vendur's fight i arounder to enforce the some which beread be held to be a warred of any encode of any each provident, or as a warred of the providion that

in creassuing this contrast, it is understood that vendor of the vendes may be more than one person that if the context er provides the alternian previous shall be taken to near and include the plural, the musculine, the femicine, and the nearest at and for a price of \$ 17,500.00 . . payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 11,500.00 and the bar of the rate of 10.0 % with interest at the rate of 10.0 % per annum from 7-23, 1982, payable in installments of not less than s 124.00 month , in clusive of interest, the first installment to be paid on the 3rd day of September 19 82, and a further installment on the 3rd day of every month thereafter -antil-the full-balance -and -interest as the until the 1st day of August, 1992, when the entire remaining unpaid principal

balance and accrued interest shall be due and payable.

Waves the bands of the cariba the day and year life herein written.

agrees to make said payments promptly on the dates above named to the order of the vendor, or the Vendee survivors of them, of the Klamath, First Federal Savings and 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 Margan protein wir zu zehrungen eine ombringen obsieden sit einen --- adeiter eine des geste einen sit einen sitt einen sit einen sitt ein sitt einen sitt einen sitt einen sitt einen sitt einen sitt poler ar poletar at manage to be well-concentration and a second and a second and the verdee shall pay regularly

and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances or whatsoever nature and kind except the Contract wherein Shamrock Development Company, Inc. is Seller, which Vendors hereby agree to pay when due and hold Vendees harmless from; 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 procedence 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

Vender will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a tee simple title to said property free and clear as of this date of all incumbrances whatsoever, except dedications, reservations, restrictions, rights of way and easements of record and those apparent on the ground and real property taxes for the year 1982-83 which are now a lien but are not yet payable, the enum priveled at or these ad data strates for the better to the better to the better the strates are not yet payable.

which vendoe assumes, and will place said deed

c

9

in: Na

JEL JEL

ŝ

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

while to continue the at Klamath Falls, Oregon and shall shall shall shall shall shall be written escrow instruction in form satisfice of you state of the structure of the it, rendce shall have paid the balance of the phichase price in accordance with the terms and conditions of this contract, said escrew helder shell deliver said instruments to vendee, but that in case of default by vendee said, escrew, helder, shall, on RICHARD A. GAY and CAROL A. GAY, husband and wipping to streamurat firs rebretue broaded

eepze X

tuaneaur

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 fcreclose 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 sull in equity and 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 the terest 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 revert in vender without any declaration of forfetture of 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 vender 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 (0.000, 1 e 5 each provisions)

to corporations and to individuals.

FEE \$8.00

1716 0804 SUL 107

29055

This agreement shall bind and image to the benefit of, as the circumstances may require, the parties hereto and their

, 1932, payoble in instelliments of not less than 5 124.00 TOUTEN . In dusive of interest, the first installment to be paid on the 3rd day of September 12 82, and a humber metallment on the 3rd day of every month thereafter mentanenthe metallocate metallocate program. balance and accrued interest shall be due and payable.

Witness the hands of the parties the day and year first herein written. iclaud Jihan Jamois El Richard L. Harris bas egalves is sold is the day of the Richard A. /Josephine Harris ener editor solution hosp at it sense lo to Carol A. Gay no on othet beyences is hoven of this yreasts these is bought of referring your STATE OF ORDGON ╾╾╾╸╸┝╍╴╴╸╾╴╴╴╴╴╴╴╴╴╴┝┍┍╶┍╴╼┍┱╓┙╡┍╶╝╝┲╶┑╴╲╢╔ 21 . Gall Personally appeared the above stand of th Saller, witch Vendors hereby agree to pay when the and hold Ven Gay actions and hold vendors hereby and acknowledged the foregoing instrument to be their wiscoust the of the provide the provide the foregoing instrument to be atom of an deed of the considered struct to very the struct to be atom of the provide Nio T <u>Je</u> Mil officia So Aressivations, macriations, rights of way and assented cerregen sears and process to economicate and the to construction from the hearing search and the forward search and the following name and address and the law if on search and the search and address and the search a those apparent

I hereby certify that the within instrument was received and filed for STATE OF OREGON; COUNTS OF KLAMATH; SS o'clock A M 26 day of July record on the of Deeds and duly recorded in Vol M 82,

EVELYN BIEHN COUNTY CLERK Mr Alun Deputy by don