

THIS AGREEMENT, made and entered into this 31st day of August, 1982, by and between JERRY ANN CHISNELL, who acquired title as JERRY ANN HAWKINS hereinafter called Seller, and GERALD R. CLARK hereinafter called Buyer (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers).

## W I T N E S S E T H:

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:

PLEASE SEE "EXHIBIT A" ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN.

The purchase price thereof shall be the sum of \$38,000.00, payable as follows: \$3,000.00 upon the execution hereof; a further payment upon principal in the sum of \$2,000.00, in addition to the monthly payments provided for hereinbelow, shall be due and payable on or before February 15, 1983, which said additional payment shall not bear interest if paid on or before February 15, 1983; the balance of \$33,000.00 shall be paid in monthly installments of \$350.00 INCLUDING interest at the rate of 11% per annum on the unpaid balance, the first such installment to be paid on the 5th day of October, 1982, and a further and like installment to be paid on or before the 5th day of each month thereafter until the entire purchase price, including both principal and interest, is paid in full.

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;

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## "EXHIBIT A"

"Lot 7 in Block 3, EASTMOUNT ADDITION, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

## SUBJECT TO:

Contracts and/or liens for irrigation and/or drainage, reservations, easements, restrictions and rights of way of record and those apparent on the land.

Reservations and restrictions as contained in plat dedication, to-wit: 'Do hereby grant public easements over all lots for future sewer or utilities as needed for public health and welfare where shown on the plat hereon. Further that the sale of the lots shown hereon is subject to the following restrictions: (1) No building shall be erected within twenty feet of the front property line nor within five feet of any other property line; (2) Not more than one dwelling shall be erected on any single lot; (3) No building erected on these premises shall be more than one story high; (4) Homes shall be single family dwellings only of not less than one-thousand square feet of floor space (exclusive of garage) and all outbuildings shall be architecturally similar to the main building on any particular lot; (5) No trailer, tent, shack, basement, garage, barn or outbuilding erected or placed on these premises shall at any time be used for residential purposes, either temporarily or permanently, nor shall any residence of a temporary nature be constructed; (6) No fence or wall shall ever be erected on said premises which shall be greater in height than three feet in the front of the dwelling and front twenty feet of the sides or six feet in the rear and remaining sides; (7) No noxious or offensive trade or business shall be carried on upon any lot, nor shall anything be done thereon which may be, or become a nuisance or annoyance to the neighborhood; (8) All waste and sewage from the dwelling or other structures on said premises shall be taken care of and disposed by a septic tank connected to a tile disposal field, both of approved size, type, location and construction, or by a public sanitary sewer system when such shall become available. All individual sewage disposal installations shall be approved by the County or City health department, whichever shall have jurisdiction; (9) The individual owners of the various lots shall be responsible for the operation and maintenance of the existing irrigation ditches.'

Subject to the following conditions: (1) The owners of Eastmount and their heirs and assigns, shall forever be responsible for the delivery of water from established outlets in E.I.D. Laterals to the lots in said subdivision should any thereof hereafter become entitled thereto; (2) The Enterprise Irrigation District, its successors and assigns, the United States of America, or any person, persons, firm or corporation, operating the irrigation works of said district, shall never be liable for damage caused by improper and inadequate delivery and disposal of water through the irrigation and drainage systems provided for said subdivision by the owners; (3) The liability of the operators of the Enterprise Irrigation District is limited to delivery of irrigation water to established outlets in E.I.D. Laterals.

Subject to a 10 foot easement for sewer and utilities over South lot line as shown on dedicated plat."

Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated:	July 17, 1972
Recorded:	July 18, 1972
Volume:	M72, page 7860, Microfilm Records of Klamath County, Oregon
Amount:	\$16,650.00
Grantor:	Robin M. Hawkins and Jerry A. Hawkins, husband and wife
Trustee:	Robert D. Boivin, Attorney
Beneficiary:	Bank of Klamath Country (Which Seller agrees to pay and to hold Buyer harmless thereon.)

- 3) Buyer shall promptly pay 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 thid 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 insurance.

Buyer and Seller further agree that the Trust Deed dated July 17, 1972, payable to Bank of Klamath Country, now Western Bank, requires payment of the tax amounts into a reserve account with Western Bank. Therefore, the parties agree that Western Bank may pay said taxes; that the escrow agent is authorized to add the taxes back to the balance of the contract upon presentation of a paid receipt to the escrow holder; and that Buyer shall thereafter pay the amount of said taxes through the within escrow. It is further agreed by and between the parties that the tax deduction for payment of such taxes shall inure to the benefit of Buyer.

It is further understood and agreed by the parties hereto that the property taxes are not included in the monthly payments provided for hereinabove.

- 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 Mountain Title Company, 407 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;
- 7) Until a change is requested, all tax statements shall be sent to the following address:

Gerald R. Clark  
c/o Western Bank

- 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.

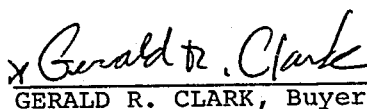
In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided 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 31st day of August, 1982.

  
JERRY ANN CHISNELL, Seller

  
GERALD R. CLARK, Buyer

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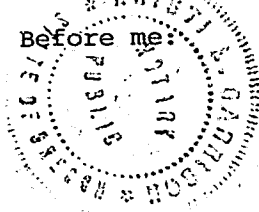
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STATE OF OREGON, County of Klamath ) ss.

Personally appeared the above-named Jerry Ann Chisnell

on this 31<sup>st</sup> day of August, 1982 and acknowledged  
the foregoing instrument to be her voluntary act and deed.

Before me:



Kristi L. Garrison

NOTARY PUBLIC FOR OREGON

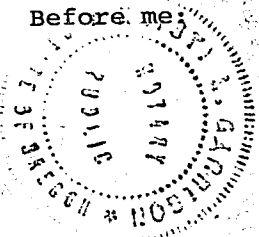
My Commission Expires: 6/19/83

STATE OF OREGON, County of Klamath ) ss.

Personally appeared the above-named Gerald R. Clark

on this 31<sup>st</sup> day of August, 1982 and acknowledged  
the foregoing instrument to be his voluntary act and deed.

Before me:



Kristi L. Garrison

NOTARY PUBLIC FOR OREGON

My Commission Expires: 6/19/83

STATE OF OREGON, County of Klamath ) ss.

I certify that the within instrument was received for record on the  
31 day of August, 1982, at 2:12 o'clock  
P.M., and recorded in Book M 82 on Page 11492 ~~2528~~ Deeds  
file/reel number 15129, of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn County Clerk  
Recording Officer

By:

Joyce McQuire

Fee \$20.00

Deputy

After recording return to:  
Mountain Title Company