

This Agreement, made and entered into this 24th day of September 1982, by and between
RAYMOND A. NELSON and VERA A. NELSON, husband and wife, hereinafter called the vendor, and
LEE A. DUBES, hereinafter called the vendee.

WITNESSETH
The 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:

The Northerly 76 feet of Lots 7 and 8, Block 44, Grandview Addition to Bonanza, in the County of Klamath, State of Oregon, together with an easement for ingress and egress over the Easterly 30 feet of that portion of 4th Avenue, as vacated by Ordinance 210, recorded in Book M67, page 4580, Microfilm Records of Klamath County, Oregon, that is adjacent to Lot 7, Block 41, Grandview Addition to Bonanza.

SUBJECT TO: Taxes for fiscal year 1982-83 which are now a lien but not yet payable; Liens of the City of Bonanza, if any; Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Horsefly Irrigation District; Reservations, restrictions, easements and rights of way of record and those apparent on the land; and to 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;

at and for a price of \$ 22,500.00, payable as follows, to-wit:

\$ 2,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged;
\$ 20,500.00 with interest at the rate of 10% per annum from September 27, 1982, payable in installments of not less than \$ 200.00 per month inclusive of interest, the first installment to be paid on the 1st day of November, 1982, and a further installment on the 1st day of every month thereafter until the full purchase price and interest, and interest, is due and payable on the 1st day of October, 1992, at which time the entire balance, principal and interest, is due and payable.

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 Certified Mortgage Co., 836 Klamath Avenue, 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.

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 as above stated, together with one of these agreements in escrow at the Klamath County Title Co., (copies to Certified Mortgage Co.)

which vendee assumes, and will place said deed, Certificate of Title to Kit Mobile Home, Serial No. CFHF43XX2CKS2108, and purchaser's policy of title insurance, together with one of these agreements in escrow at the Klamath County Title Co., (copies to Certified Mortgage Co.)
at Klamath Falls, Oregon

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when the 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 re-vest 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.

This sale includes a Kit Mobile Home located on the property, Serial No. CFHF43XX2-CKS2108. Title to the mobile home will be transferred through the Oregon Department of Motor Vehicles. When the certificate is received by the vendors it will be endorsed by them, satisfying their security interest in the same and it will be delivered to Klamath County Title Co. to become a part of its escrow file. Until such time as they have received and receipted for the certificate of title, they shall have no responsibility for the said certificate of title.

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

Raymond A. Nelson
Raymond A. Nelson

Lee A. Dubes
Lee A. Dubes

Vera A. Nelson
Vera A. Nelson

STATE OF OREGON }
County of Klamath }
I, Notary Public for Oregon, do hereby certify that the foregoing instrument was received by me and read to the parties and they acknowledged the same to be their act and deed.
RAYMOND A. NELSON and VERA A. NELSON, husband and wife, and LEE A. DUBES.

and acknowledged the foregoing instrument to be their act and deed.
Before me:
Notary Public for Oregon
My commission expires: 11-16-84

Until a change is requested, all tax statements shall be sent to the following name and address:
Lee A. Dubes
P. O. Box 393
Bonanza, OR
State of Oregon, County of Klamath.
I certify that the within instrument was received for record on the 28 day of Sept 19 82 at 3:46 o'clock P.m. and recorded in book M82 on page 12898. Record of Deeds of said County.

From the office of
WILLIAM L. SISEMORE
Attorney at Law
First Federal Bldg.
540 Main Street
Klamath Falls, Ore.
Witness My Hand and Seal of County Affixed.
Evelyn Biehn County Clerk
County Clerk - Recorder

AFTER RECORDING RETURN TO:
MARY LOU / TA
Fee \$8.00
Deputy