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15707

THIS AGREEMENT, made and entered into this 20<sup>th</sup> day of November,19 82, by and between Edward Allen Lambdinhereinafter called the Vendor, and Dale Knieling

hereinafter called the Vendee.

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

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

A parcel of land situated in the NE $\frac{1}{4}$  of Section 6, Township 36 South Range 13 E.W.M. more particularly described on page 3 hereof.

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Togetherwith An easement 60 feet in width for roadway purposes over that property, the centerline of which is described in Exhibit A. And Subject to An easement 30 feet in width for ingress and egress for use in common with others on that portion of the above described property that abuts on the easement, the centerline of which is described in Exhibit A.

SUBJECT TO: Easements and rights of way of record and those apparent on the land; Road, power and telephone easements as shown on the partition map on file in records of Klamath County, Oregon; Reservations and Restrictions of record; and to the following building and use restrictions which Vendee assumes and agrees to fully observe and comply with, to-wit:

1. That no person shall ever suffer or permit any unlawful, unsightly or offensive use to be made of said premises, nor will any person suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.
2. That no tree larger than 4 inches in diameter 24 inches above the ground may be cut, except to clear the land for a permanent structure of driveway.
3. That garbage must be disposed of in a sanitary manner, and burning must be done in a barrel with a cover of 1/2-inch wire mesh screen, and further, all owners must comply with the fire protective governing body in that area.
4. That lot owners may permit guests to camp or pitch tents on their lots for a period of not more than 90 days at any one time; provided, however, that such camping shall be done in a good and campmanlike manner.
5. That no temporary housing shall be permitted on any lot, except during the period of construction of a permanent residence, which the exteriors of the residence or any other permanent building is required to be completed within a period of two years after said construction is started, and in no event shall same be permitted for a period in excess of two years; provided, however, a mobile home may be used as permanent dwellings on the premises.
6. It is understood by all owners that the subject property is zoned, S P I, and they are required to comply with all restrictions as set out in the zone under the Klamath County zoning Ordinance.

Mail to ~~stakeholder~~ to Buyer

3428 Faust Ave  
Long Beach, Ca 90808

Return to K&K  
# 3976

For the purchase price of \$ 3,900.00, payable as follows <sup>15708</sup>  
to-wit: \$ 595.00 at the time of the execution of this agreement,  
the receipt of which is hereby acknowledged; \$ 3,305.00  
with interest at rate of 12 $\frac{1}{2}$  per annum from November 24,  
<sup>(12 $\frac{1}{2}$ %)</sup>  
19 82, payable in installments of not less than \$ 60.00 per  
month, inclusive of interest, the first installment to be paid on the 24  
day of December, 19 82, and a further installment on the  
same day of each month thereafter until the full balance  
and interest are paid.

It is understood and agreed that the Vendees shall pay all property taxes when due, however, in the event that the Vendees do not pay said taxes when due, the Vendors may at their option, pay said taxes and add them back to the principal of this contract by presentation of paid receipts to the escrow holder herein. Said amounts so added to bear interest at the rate provided therein.

The annual percentage rate is 12 $\frac{1}{2}$  per annum.

Vendee agrees to make said payments promptly on the dates above named to the order of the Vendor at Klamath County Title Co., at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvements 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 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 the rights of the Vendor in and to said property. 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 set forth \*\*\*\* above, which Vendee assumes, and will place said deed, together with one of these agreements, in escrow at Klamath County Title Co., at Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said 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 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.

\*\*\*\* Vendors herein are purchasing said property under terms of a Certain Contract of Sale dated April 12, 1975 between Phyllis I. Christensen et al and Vendors herein; Vendor agrees to hold buyers herein harmless; Buyers herein do not assume said obligation

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, Vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action; and if an appeal is taken from any judgment or decree of such trial court, the Vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

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 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.

Signature of all Vendees:

X Dale Knieling  
Dale Knieling

X Edward Allen Lambdin  
Edward Allen Lambdin

3428 Faust Ave. Long Beach, Ca 90808

#### DESCRIPTION OF PROPERTY

The following described real property situated in Klamath County, Oregon:

A parcel of land situated in the NE $\frac{1}{4}$  of Section 6, Township 36 South, Range 13 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Southwest corner of said NE $\frac{1}{4}$  of Section 6; thence N. 0°00'11" W. along the West line of said NE $\frac{1}{4}$  a distance of 708.0 feet; thence East a distance of 167.74 feet; thence S. 69°45'49" E. a distance of 200.0 feet to the True Point of Beginning of the description; thence continuing S. 69°45'49" E. a distance of 199.60 feet to a point; thence N. 20°24' E. a distance of 365.0 feet; thence N. 69°36' W. a distance of 199.60 feet to a point; thence S. 20°24' W. a distance of 365.5 feet, more or less, to the point of beginning.

Together with Easement 60 feet in width for roadway purposes over that property, the centerline of which is described in Exhibit A attached hereto.

Subject to An Easement 30 feet in width for ingress and egress for use in common with others on that portion of the above described property that abuts on the easement, the centerline of which is Described in Exhibit A Attached.

15710

TO 1944 CA (8-74)

(Individual)

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO } SS.On November 12th, before me, the undersigned, a Notary Public in and for said State, personally appeared Edward Allen Lambdin

\_\_\_\_\_, known to me  
to be the person whose name is subscribed  
to the within instrument and acknowledged that HE  
executed the same.

WITNESS my hand and official seal.

Signature

Margaret AmannTITLE INSURANCE  
AND TRUST

A TICOR COMPANY



(This area for official notarial seal)

State of CALIFORNIA }  
County of SAN BERNARDINO } SS.

On this the 22 day of NOVEMBER 1982, before me,MARGARET AMANN

the undersigned Notary Public, personally appeared

DALE KNIELING☐ personally known to me☒ proved to me on the basis of satisfactory evidenceto be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that HE executed it.

WITNESS my hand and official seal.

Notary's Signature

Margaret Amann

GENERAL ACKNOWLEDGMENT FORM 7110 052

NATIONAL NOTARY ASSOCIATION • 23012 Ventura Blvd. • Woodland Hills, CA 91364

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . .  
this 24th day of November A. D. 19 82 at 3:03 o'clock P. M., and  
duly recorded in Vol. M82, of Deeds on Page 15707

EVELYN BIEHN, County Clerk  
By Bernetha White

Fee \$16.00