This Agreement, made and entered into this

T/A #M-38- 2560V01.5113 Pagew2492

THOMAS J. COIT and MATTIE M. COIT, husband and wife, hereinafter called the vendor, and

GEE BaBe ENTERPRISES, a Partnership

hereinafter called the vendee.

## WITNESSETH

Vender corees following described property situate in Klamath County. State of Oregon, to-wit: to sell to the vendee to buy from the vendor all of the

PARCEL 1: Lot 8A, Block 5, RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, in

Lots 8B, 9C, 8D, 9A, 9B, 9C and 9D, all in Block 5, RAILROAD ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

SUBJECT TO: Reservations, including the terms and provisions thereof, as set forth in Deeds recorded: July 28, 1913 in Book 39 at page 484 (Lot 9B); July 28, 1913 in Book 39 at page 485 (Lot 9A); recorded September 29, 1913 in Book 41 at page 31 (Lots 9C & 9D); recorded November 5, 1913 in Book 41 at page 165 (Lot 8C); recorded August 26, 1914 in Book 42 at page 424 (Lot 8D); recorded April 1, 1915 in Book 43 at page 423 (Lot 8B): Easements and rights of way of record and those apparent on the land, if any: and to a Contract, including the terms and provisions thereof, recorded March 31, 1978 in Book M78 at page 6162, which said contract vendee DOES NOT assume and vendors covenant and agree to hold vendee harmless therefrom;

at and for a price of \$ 105,000.00

. payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 104,700.00 with interest at the rate of 13 % per annum from February 15, 1983 payable in installments of not less than \$1,325.00 per month , inclusive of interest, the first installment to be paid on the 15th day of March 1983, and a further installment on the 15th day of every month thereafter until the full balance and interest All or any portion of said purchase price can be prepaid without penalty.

to make said payments promptly on the dates above named to the order of the vendor. NATE cgrees warrance than of the Certified Mortgage Co., 836 Klamath Ave.,

Cregon; 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 properly shall be removed or destroyed before the entire purchase price has been paid and that said properly will be kept insured in companies approved by vendor against locs 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 policies of insurance to be held by vendee, copy to vendor, 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 whatscever having precedence over rights of the vendor in and to said property. Mendennet want of the possession of said property immediately.

Vendor will on the execution hereof make and execute in favor of vendoe good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsover, except as above stated,

EXCEPT said above-described contract which vendee assumes. and will place eadd deed and purchasers policy of title insurance in sum of ogether with one of these agreements in escrow of the Klamath County Title Co., with copies to

Certified Mortgage Company,

at Klamath Falls, Oregon

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, th, vendes 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, suttender 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 foreclese this contract by strict foreclesure in equity: (2) To declare the full unpaid balance immediately due and payable; (4) To declare this contract null and void, and in (3) To specifically enforce the terms of the agreement by suit in equity; 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 vendos 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 vendes, 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 atterney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendes 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.

ure to the benefit of, as the circumstances may require, the parties hereto and their

This agreement shall bind and inure to the respective heirs, executors, administrators and assistance.	
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	GEE BaBe ENTERPRISES, a Partnership
	By Jan 95. Mc Dee f
	By Marily A MC See
Witness the hands of the parties the day as	nd year first herein witten By Wilma & Sarnes
Thomas . Con	But
Thomas I coit M. Ca	if By D.C. S.
Mattie M. Coit	By Junia Duca
STATE OF OREGON	February 15 19 83
County of Klamath	88.
Respond docared the above namedTh	nomas I. Coit and Mattie M. Coit, husband and wife,
and the second of the Mondale	m A McCoo Dan C. Karnes, Nilma L. Darues,
Michael B. Beeson and Terry and acknowledged the fore-one instrument to be members of GEE Babe Enterpri	Dea Beeson, who acknowledged themselves to be the the condition of the state of the
being authorized so to do, e	executed in priese. Hadeing to
the foregoing instrument.	nothing the second of the seco
The state of the s	My commission expires: March 22, 1985
Until a change is requested, all tax statement	ts shall be sent to the following name and address:
Gee BaBe Enterprises, 135 So. N	Winth St., Klamath Falls, Oregon 97601
Return To: T/A-Marlene	State of Oregon, County of Klamath  I certify that the within instrument was received for record on the of Feb 19 83 at 11:06 clock Am and recorded in least M33 on page 2492 Record of Deeds of said County.
From the office of	Witness My Hand and Seal of County Affixed.
WILLIAM L. SISEMORE Attorney at Law	Evelyn Biehn County Clerk
First Federal Bldg. 540 Main Street	Coupty Clerk - Recorder
Klamath Falls, Ore.	By June Mullet
	Fee \$8.00 Deputy