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This Agreement

made and entered into this 4th day of April, 1983 by and between
 JOANNE ELAINE DUNN, who took title as Joanne Elaine Gordon,
 hereinafter called the vendor, and
 JAMES A. WOOD, JR.
 hereinafter called the vendee.

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Vender 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 West 35 feet of Lot 2, and the East 15 feet of Lot 3, Block 62, Nichols Addition to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

SUBJECT TO: Taxes for 1982-83 which vendee assumes and agrees to pay; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any.

TOGETHER WITH the personal property described in Exhibit A attached hereto, subject to personal property taxes which became a lien on January 1, 1983;

at and for a price of \$ 46,496.96

, payable as follows, to-wit:

of this agreement, the execution of which is hereby acknowledged \$ -0- at the time of the execution
 per annum from April 15, 1983, \$ 46,496.96 with interest at the rate of 9 %
 month inclusive of interest, the first installment to be paid on the 15th day of May
 1983, and a further installment on the 15th day of every month thereafter until the full balance and interest are paid.

The property is sold in an AS IS condition.

The vendor retains a security interest in the property described in Exhibit A to secure payment of the unpaid balance of this contract, as defined by Oregon Commercial Code.

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 Klamath First Federal Savings and Loan Association, at 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. Vendor shall be entitled to the possession of said property April 1, 1983.

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, bill of sale, termination of financing statement and purchaser's policy of title insurance, together with one of these agreements in escrow at the Klamath First Federal Savings and Loan Association,

at Klamath Falls, Oregon

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and shall enter into written escrow instruction in form satisfactory to said escrow 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 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 reversion 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.

In case suit or action is commenced to foreclose this contract, the court may, on motion of vendor, appoint a receiver to collect the rents and profits arising out of said premises during the pendency of such foreclosure and apply the same, after first deducting all of said receiver's proper charges and expenses, to the payment of the amount due under the contract.

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

Joanne Elaine Dunn
Joanne Elaine Dunn

James A. Wood, Jr.
James A. Wood, Jr.

STATE OF OREGON

County of Klamath

ss.

April 5, 1983

Personally appeared the above named JOANNE ELAINE DUNN, who took title as Joanne Elaine Gordon,

and acknowledged the foregoing instrument to be her act and deed.

Before me: William L. Sisemore
Notary Public for Oregon

My commission expires: 5-1-86

Until a change is requested, all tax statements shall be sent to the following name and address:

James A. Wood, Jr. P.O. Box 311 Klamath Falls, Oregon 97601

State of Oregon, County of _____

I certify that the within instrument was received for record on the _____ day of _____ 19____ at _____ o'clock _____ m and recorded in book _____ on page _____ Record of Deeds of said County.

Witness My Hand and Seal of County Affixed.

By _____

County Clerk - Recorder

Deputy

From the office of
WILLIAM L. SISEMORE
Attorney at Law
First Federal Bldg.
540 Main Street
Klamath Falls, Ore.

"EXHIBIT A"

No. 1: M&W Stove with double oven (green); Westinghouse Refrigerator; Table with 4 orange print chairs; Double bed, dresser w/mirror, chest of drawers; Fireplace tools, 4 pcs.; 2 brown sectional chairs; 1 small table; 1 round table (Duncan-Fife); 1 pair gold-coral lamps; Drapes, curtains, carpeting; towel bar and ring.

No. 2: 1 Coffee table; 1 brown and tan lamp; 1 beige sofa; 1 round table, 2-tier (Duncan Fife); 1 Book case; 1 square end table; 2 beige chairs; Westinghouse Refrigerator; Yellow Westinghouse Range; 1 Double bed with box springs and new mattress; 1 Dresser w/mirror; 1 Chest; 1 mirror on door; 2 towel bars, 1 4-drawer night stand; Carpeting, curtains, drapes.

No. 3: Frigidaire Refrigerator; Westinghouse Range; Table and 4 chairs, (brown and tan); 1 Double bed with box springs and new mattress; 2 large night stands; 1 Dresser with mirror; 1 4-drawer chest (double); 1 Burgundy Sofa; 2 Chairs; 1 End Table; 1 black and red lamp; 2 Bookcase end tables; 1 Coffee Table; 2 10x14 rugs; 1 Chain lamp; 1 Magazine end table; Towel bar and ring; 1 Mirror; 1 Brown rubber mat; 1 Small shelf; 1 Chest drawers (in closet); Curtains.

No. 4: Refrigerator; Range; 1 Table with 6 green floral chairs; 1 Round table; 2 4-drawer chests; 1 Beige sofa

Extras: 1 Westinghouse Washer; 1 Singer Vacuum; 2 Garbage cans (outside); Work table; Misc. small pieces of furniture; 4 new octagon tables, still crated.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 13 day of April A.D. 19 83 at 11:31 o'clock A.M., and

duly recorded in Vol. M83, of 0 Deeds on Page 5573.

EVELYN BIEHN, County Clerk

By Luc Lewis

12.00