

This Agreement, made and entered into this 6th day of April, 1983 by and between

ALAN E. BITTEL and SANDRA K. BITTEL; husband and wife,

hereinafter called the vendor, and

ALFRED J. GENTRY,

hereinafter called the vendee.

WITNESSETH

Vender S agrees to sell to the vendee and the vendee agrees to buy from the vendors all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lot 6, Block 13, City of MERRILL, in the County of Klamath, State of Oregon;

The title to the subject property is presently encumbered by an unrecorded contract of sale dated November 13, 1974, between Donnie D. Heaton and Margaret Heaton, Vendors, and Robert C. Watson and Sharon S. Watson, Vendees; and by a recorded contract dated March 31, 1980, recorded April 1, 1980 in Book M-80 at page 6022 of the Records of Klamath County, Oregon, between Robert C. Watson and Sharon S. Watson, Vendors, and Alan E. Bittel and Sandra K. Bittel, Vendees. The said Contracts shall remain the sole obligation of the Vendors herein and Vendors shall hold Vendee harmless thereon;

at and for a price of \$ 15,000.00

payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 3,500.00 at the time of the execution per annum from April 30, 1983, \$11,500.00 with interest at the rate of 10.0 % month inclusive of interest, the first installment to be paid on the 1st day of June 1983, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid.

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 1181 S. West Clay, Dallas, Oregon 97338,

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 the 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 with copy to vendors 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 upon executive of this agreement.

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 reservations, restrictions, covenants, easements and rights of way of record and those apparent on the land, if any,

which vendee assumes, and will hold said deed until vendee has paid the above said principal and interest, at which time vendors shall promptly deliver said deed to vendee.

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INITIALS:

and each enter into written escrow instructions in form satisfactory to said escrow holder, instructing said escrow holder to deliver to vendee 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 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.

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.

If Vendee fails to pay and maintain the taxes and insurance as required hereinabove, Vendors may, at their option, pay the same and add said sums so paid to the principal balance of this agreement and said amounts so added shall earn interest at the rate provided herein.

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

Alan E. Bittel

Alan E. Bittel

Alfred J. Gentry

Alfred J. Gentry

Sandra K. Bittel

Sandra K. Bittel

STATE OF OREGON

County of Polk

ss.

April 11

1983

Personally appeared the above named Alan E. Bittel, Sandra K. Bittel

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

Before me:

Lucas M. [Signature]
Notary Public for Oregon

My commission expires: 5/30/85

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

Mr. Alfred J. Gentry

P.O. Box 802

Merrill, Or. 97633

From the office of

Wm. M. Ganong-Attorney
P. O. Box 57
Klamath Falls, OR 97601

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 14TH day of April, 1983,
 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
 named Alfred J. Gentry

known to me to be the identical individual described in and who executed the within instrument and
 acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
 my official seal the day and year last above written.

Susan C. Fatzke
 Notary Public for Oregon.

My Commission expires 11-2-86.

GENERAL ACKNOWLEDGMENT
 Form No. 0-1^c

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

this 14th day of April A. D. 1983 at 3:48 o'clock P. M., andduly recorded in Vol. N83, of 0 Deeds on Page 5689.

EV. LYN BIEHN, County Clerk
 By Susan C. Fatzke

Fee \$12.00