

This Agreement, made and entered into this 1st day of February, 1983, by and between ROBERT C. JOHNSON, doing business as ALBERNI DEVELOPMENT COMPANY, an Oregon Corporation,

hereinafter called the vendor, and

RICHARD JORGUSEN and VICKIE JORGUSEN, husband and wife, hereinafter called the vendee.

WITNESSETH

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:

A portion of S $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ and a portion of the North 16.88 feet of the S $\frac{1}{2}$ SE $\frac{1}{4}$ that is lying East of the Easterly right of way line of the Malin-Bonanza Road in Section 24, Township 40 South, Range 11 East of the Willamette Meridian. RESERVING unto vendor an easement for road and utilities and ingress and egress over the Southerly line of the above-described property.

SUBJECT TO: Rights of the public in and to any portion of said premises lying within the limits of roads and highways; Easements and rights of way of record and those apparent on the land, if any; and to real property taxes for the years 1979-80, 1980-81, 1981-82, and 1982-83, which taxes vendees assume and agree to pay;

at and for a price of \$ 32,000.00 the above-described taxes;

payable as follows, to-wit: \$1,658.87 by assumption of

\$ 500.00

of this agreement, the receipt of which is hereby acknowledged: \$ 29,841.13 with interest at the rate of 8 % per annum from February 1, 1983, payable in installments of not less than \$ 250.00 per month, inclusive of interest, the first installment to be paid on the 1st day of March April 1983, and a further installment on the 1st day of every month thereafter until the full balance of principal and interest shall be due and payable; provided, however, the vendees shall have the option of extending the payments for an additional five years, payable \$250.00 per month, inclusive of interest at the rate charged by the U. S. National Bank of Oregon on its 90% conventional real estate loans effective February 1, 1988; provided further, however, if the monthly interest payable shall exceed \$250.00 per month, the payments shall be increased to the amount of the monthly interest.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, at Certified Mortgage Company, 836 Klamath Ave.,

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 shall be insured to the satisfaction of the lender by the vendee; 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 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,

which vendee assumes, and will place said deed and purchasers' policy of title insurance,

together with one of these agreements in escrow at the Klamath County Title Co., with copies to

Certified Mortgage Company,

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 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.

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

ALBERNI DEVELOPMENT COMPANY

By

Robert Johnson
its President

Richard Jorgusen
Richard Jorgusen

Vickie Jorgusen
Vickie Jorgusen

STATE OF OREGON

County of Klamath

ss.

sch
March February 8, 19 83

Personally appeared the above named Richard Jorgusen and Vickie Jorgusen, husband and wife,

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

Before me:

Susan C. Fitzg
Notary Public for Oregon

My commission expires: 11-2-86

Until a change is requested, all tax statements shall be sent to the following name and address:
Richard Jorgusen, P. O. Box 226, Malin, Oregon 97632.

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.

County Clerk - Recorder

By

Deputy

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

6771

STATE OF HAWAII
COUNTY OF HAWAII

SS:

On this 29 day of MARCH, 19 83, before me
personally appeared Robert C. Johnson
to me known to be the person(s) in and who signed the foregoing instrument and who
acknowledged that his signed the same as free act and deed.

R. G. Miller
R. G. Miller, NOTARY PUBLIC, State of Hawaii

My Commission expires: 11-3-86

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..

this 2nd day of May A.D. 19 83 at 3:30 o'clock P.M., and
duly recorded in Vol. M83, of Deeds on page 6770

By EV LYN BIEHN, County Clerk

Fee \$1.00