

THIS AGREEMENT, made and entered into this 12th day of May,
 1983 by and between THOMAS A. PARKER and PEGGY A. PARKER,
husband and wife
 hereinafter called Seller, and PETER C. MOODY and TERI L. MOODY,
husband and wife
 hereinafter called Buyer (it being understood that the singular shall
 include the plural if there are two or more sellers and/or buyers).

WITNESSETH:

Seller agrees to sell to the Buyer and the Buyer agrees to buy from
 the Seller for the price and on the terms and conditions set forth
 hereafter all of the following described property and improvements
 situate in Klamath County, State of Oregon, to-wit:

"That portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ Section 8, Township 39 South,
 Range 8 East of the Willamette Meridian, in the County of
 Klamath, State of Oregon, lying North and East of Round Road,
 EXCEPTING THEREFROM the Easterly 465 feet.

SUBJECT TO the exceptions set forth on "Exhibit A" attached
 hereto and incorporated by reference herein."

The purchase price thereof shall be the sum of \$51,000.00
 payable as follows: \$8,075.00 upon the execution
 hereof; the balance of \$42,925.00 shall be paid in
MONTHLY installments of \$390.18 including interest at the
 rate of 10% per annum on the unpaid balance, the first such
 installment to be paid on the 17th day of June, 1983,
 and a further and like installment to be paid on or before the 17th
 day of each month thereafter until the entire purchase price,
 including both principal and interest is paid in full.

Buyer further agrees that, in addition to the provisions of paragraph
 5 hereinafter, that should timber of any kind or nature whatsoever be
 removed, cut, sold or otherwise disposed of on the real property des-
 cribed hereinabove, Buyer shall pay one-half of the commercial stump-
 age obtained therefrom to Seller, which said proceeds shall be applied
 toward the unpaid principal amount then owing on the within contract.

It is mutually agreed as follows:

- * 1) Interest as aforesaid shall commence from date hereof,
 Buyer shall be entitled to possession of the property as of date
 hereof;
- * 2) After date hereof, Buyer shall have the privilege of
 increasing any payment or prepaying the entire balance with in-
 terest due thereon to the date of payment;

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- 3) Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, including adjustment of same for any reason, assessments, liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of the date hereof and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor; Buyer shall further provide Seller with proofs of payment of each year's taxes and insurance.
- 4) Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all as their interests appear at the time of loss, all uninsured losses shall be borne by the Buyer on or after the date Buyer becomes entitled to possession;
- 5) Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Seller, Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvements or alterations to the property without first obtaining the written consent of Seller;
- 6) Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at Klamath 1st Federal Savings & Loan, 540 Main Street, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller;
- 7) Until a change is requested, all tax statements shall be sent to the following address:
- Peter C. and Teri L. Moody
4093 Round Lake Road
Klamath Falls, Oregon 97601
- 8) Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Seller or by any agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement.
- 9) Buyer shall not assign this agreement, his rights thereunder, or in the property covered thereby without the written consent of Seller. Such consent shall not be unreasonably withheld.

PROVIDED, FURTHER, that in case Buyer 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 Seller 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 endorse the terms of this 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 Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made. Buyer and Seller further agree that all payments as provided for herein shall be paid promptly on the date above, set forth to the order of the seller, not later than 30 days after the due date thereof, time being of the essence of this agreement subject only to the instructions and provisions of those certain escrow instructions entered into by and between the parties hereto in connection herewith, at the Klamath First Federal Savings & Loan, Klamath Falls, Oregon.

Should Buyer, while in default, permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights.

In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of any 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 24 day of May, 19 83.

X Thomas A. Parker
SELLER

X Peggy A. Parker
SELLER

Patricia C. Moody
BUYER

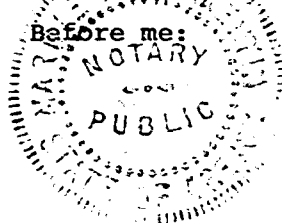
Veri L. Moody
BUYER

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named THOMAS A. PARKER and PEGGY A. PARKER, husband and wife

on this 10th day of May, 1983 and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



Margie A. Warkentin
NOTARY PUBLIC FOR OREGON

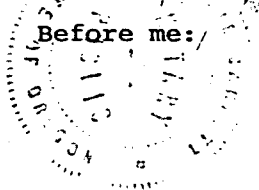
My Commission Expires: 5/17/86

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named PETER C. MOODY and TERI L. MOODY, husband and wife

on this 17th day of May, 1983 and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:



[Signature]
NOTARY PUBLIC FOR OREGON

My Commission Expires: 2/14/85

STATE OF OREGON, County of _____) ss.

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 _____ or as file/reel number _____, of said county.

Witness my hand and seal of County affixed.

Recording Officer

By: _____
Deputy

"EXHIBIT A"

SUBJECT TO:

- 1) Contracts and/or liens for irrigation and/or drainage, reservations, easements, restrictions and rights of way of record and those apparent on the land.
- 2) Reservations of Oil and Minerals, including the terms and provisions thereof, as set forth in Deed from John S. Ashley and Eve B. Ashley, husband and wife, to William R. Owens and Margaret H. Owens, husband and wife, recorded September 4, 1964 in Book 356 at page 42, Deed Records.
- 3) Subject to an unrecorded fencing agreement between William L. Rawn, Sr. and Weyerhaeuser Timber Company, as disclosed by that certain instrument recorded August 15, 1968 in Book M-68 at page 7416, Microfilm Records.
- 4) An easement created by instrument, including the terms and provisions thereof,

Dated: July 27, 1979
 Recorded: September 19, 1979 Book: M-79 Page: 22253
 In Favor Of: Pacific Power & Light Company
 For: Electric transmission line

- 5) An easement created by instrument, including the terms and provisions thereof,

Dated: May 12, 1983
 Recorded: May 17, 1983 Book: M-83 Page: 7731
 In Favor Of: Alva G. Roberts and Louise J. Roberts (also
 reflected in Klamath County Planning Department
 Major Partition No. 79-27)
 For: Entry and egress

AFTER RECORDING RETURN TO:
 Transamerica Title Insurance Co.
 600 Main Street
 Klamath Falls, OR 97601

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record _____
 this 17th day of May A.D. 19 83 at 3:15 clock P.M., and
 duly recorded in Vol. M83, of deeds on Page 7733
 20.00 fee By EVELYN BIEHN, County Clerk
[Signature]