

24603

0800

K. 36113

Vol. 483 Page 9345

This Agreement, made and entered into this 15th day of June

. 19 83 by and between

Patricia W. Holing,

hereinafter called the vendor, and
Phillip Doddridge
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:

Lot 5 in Block 205 Mills Second Addition to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the records of Klamath County, Oregon; LESS AND EXCEPTING that portion heretofore conveyed to the State of Oregon for widening of South Sixth Street by Deed Volume 160 page 295;

Subject to reservations, restrictions, easements and rights of way of record and those apparent on the land.

at and for a price of \$ 115,000.00, payable as follows, to-wit: Vendee has assumed an existing contractual obligation in the amount of \$ 45,071.50, which is more particular described herein below;

of this agreement, the receipt of which is hereby acknowledged: \$ 25,000.00 at the time of the execution per annum from June 15, 1983, payable in installments of not less than \$ 472.83 per month. Inclusive of interest, the first installment to be paid on the 15 day of July 1983, and a further installment on the same day of every month, thereafter until the full balance and interest are paid. In addition, to the monthly installments required above, Vendee shall pay additional principal payments in the amount of \$5,000.00 each on the 15th day of June of each year commencing on June 15, 1984; and shall pay the entire remaining principal balance and accrued interest on or before June 15, 1988.

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 County Title Company

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 with notice 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 at the time of closing subject to the right of possession of the current Lessees to a portion of the subject property.

Vender will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except That certain contract of sale dated February 21, 1978, recorded February 24, 1978, in volume M78 at Page 3548, which the vendee hereby assumes and agrees to perform the buyers obligations thereunder and to hold vendor hereunder harmless from,

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Klamath County Title Company

at Klamath Falls, Oregon

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 re-vest 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 addition to the real property, described above, Vendor also retains a security interest in the fixtures located on the subject property, including, without limitation, the signs located on the subject premises.

Return to KCTC #14091

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

Patricia W. Holing
PATRICIA W. HOLING

Phillip Doddridge
PHILLIP DODDRIDGE

STATE OF OREGON
County of Klamath

ss.

15th June, 1983

~~Personally appeared the above named~~ PHILLIP DODDRIDGE

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

Before me:

Notary Public for Oregon

My commission expires:

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

Phillip Doddridge
~~2102 Crosby~~ 7575 Cannon
Klamath Falls, Oregon 97601

From the office of

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

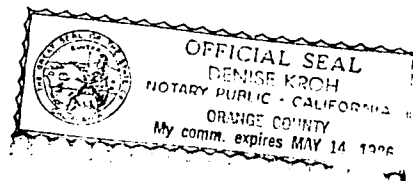
AGREEMENT
PAGE 3

9347

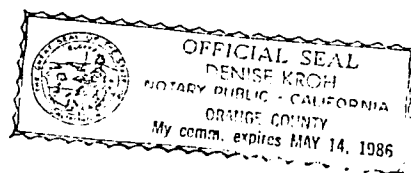
STATE OF CALIFORNIA)
County of Orange) ss.

Personally appeared the above named Patricia W. Holing this 2nd day of May, 1983, and acknowledged the foregoing instrument to be her act and deed.

(SEAL)



Before me Denise Kroh
Notary Public for California
My Commission expires: 5-14-86



STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record ..

this 15th day of June A.D. 1983 at 3:15 o'clock PM, and
duly recorded in Vol. M 83, of deeds on Page 9345
12.00 fee

By EVELYN BEHN, County Clerk