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This Agreement, K. 36159

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made and entered into this 16th day of May, 1983 by and between  
 WILLIAM GOMEZ and CONNIE R. GOMEZ, husband and wife,  
 hereinafter called the vendor, and THOMAS MCGUIRE,

hereinafter called the vendee.

## WITNESSETH

Vendors agrees to sell to the vendees and the vendees agrees to buy from the  
 vendees all of the following described property situate in Klamath County, State of Oregon, to-wit:

A parcel of land situated in the NE $\frac{1}{4}$  of Section 24, Township  
 31 South, Range 7 East of the Willamette Meridian, Klamath County,  
 Oregon, being more particularly described as follows: All of that  
 portion of said NE $\frac{1}{4}$  lying westerly of the westerly right of way  
 line of the U.S. Highway No. 97 and North of the centerline of Sand  
 Creek.

Subject to: Reservations, restrictions, rights of way and easement  
 of record and those apparent on the land; Also subject to County, State  
 and Federal ordinances, rules, regulations and laws concerning land use  
 restrictions and business operations; also subject to:

1. Rights of the public in and to any portion of the herein described  
 property lying within the boundaries of public roads or highways.
2. Right of Way for a 60 foot road, Route KIR S-14, West Boundary Road, as  
 disclosed by Statement of Owners of Allotted Indian Lands to Accompany Application  
 for Right of Way, dated April 29, 1959, recorded May 8, 1959 in Volume 13 of  
 Miscellaneous, page 432, records of Klamath County, Oregon.
3. Right of Way, including the terms and provisions thereof, given by William  
 Gomez to Midstate Electric Cooperative, dated April 10, 1978, recorded April  
 18, 1978, in Volume M78 page 7482, Deed Records of Klamath County, Oregon.

The sale includes all of the following personal property and fixtures in  
 which Vendors hereby acquire and reserve a purchase money security interest to  
 wit: 1 above ground 1,000 gals gas tank, 1 air compressor with electric motor  
 1 1/2 hps 1 air hose, 3 gas pumps w/ 1000 gals tank for unleaded 2,000 gals reg.  
 gas, 1 display case, 1 Victor cash register, 1 hot dog machine, 3 sugar dispensers,  
 3 napkin holders, 3 salt & pepper shakers sets, 1 pie case, silverware holder and  
 silverware, automotive display case plus supplies on hand at time of closing, 2  
 potato chip racks including chips on hand, 1 48" display with 3 shelves including  
 merchandise, 1 24" X 56" display rack including merchandise, 1 48" X 54" display  
 rack including merchandise, 1 wine display rack including wine, 9 door walk in  
 cooler including all beer and wine and pop on hand, US Range with 36" grill and  
 4 burners gas model, chest type freezer, whirlpool ice maker, meat slicer, milk shake  
 machine, cups plates glasses, 1 earth stove 1 sweethome stove, 3 white metal cabinets  
 in kitchen, 1 base station CB with long range antenna 2 TV antennas, auxiliary  
 generator, tire changer machine, wrecked cars on property Cougar, Dodge van, Ford,  
 Pontiac, Chevy 2 Dodge Darts, hot dogs, hot dog buns, hamburger buns, patties,  
 produce, coffee, tea, cocoa, all restaurant supplies on hand,

The Vendees acknowledge that they have inspected all of the above said property  
 and are purchasing it in its "AS IS" CONDITION.

Vendors represent to Vendees that they have no creditors and, therefore, there are  
 no notices to be mailed to comply with the Bulk Sales Law. Based upon Vendor's  
 representation, the parties have waived their rights to require compliance with the  
 Bulk Sale Act provisions of the Oregon Commercial Code. In the event that any  
 creditors of the Vendor's present themselves during the term of this agreement and  
 furnish bona fide unpaid obligations incurred by the Vendors, the Vendees shall  
 have the privilege of paying the same and taking credit for any amounts paid  
 against the unpaid balance of the purchase price.

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at and for a price of \$ 185,000.00, which is allocated as follows. \$60,000.00 to the land; \$60,000.00 to the residential improvements and \$65,000.00 to the business improvements and business property; and which is payable as follows:

\$ 50,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 135,000.00 with interest at the rate of 7.0 % per annum from June 15, 1983, payable in installments of not less than \$1,000.00 per month, inclusive of interest, the first installment to be paid on the 10th day of July, 1983, and a further installment on the 10th day of every month thereafter until the full balance and interest are paid except for the months of December and January of each year when no monthly payments need be made. All payments shall be applied first to interest and then any remaining amount shall be applied to principal until the full balance and interest are paid. This contract may be prepaid at any time without penalty.

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, 422 Main Street 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 hereinafter 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, and policy or policies of insurance to be held by the 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 the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property on June 10, 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 those set forth above

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

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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 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 this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

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.

Vendees shall not assign this agreement or their rights hereunder or the property conveyed without the written consent of the Vendors, which consent shall not be unreasonably withheld. The property is encumbered by a Contract of Sale recorded on August 12, 1977, in Vol. M-77 at page 14713, the payment of which is and shall remain the responsibility of the Vendors.

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

Return to KCTCo 4093  
Mail tax statements to  
Grantee  
Rt 2 Box 300  
Chiloquin, OR 97624

William Gomez

Connie R. Gomez

Thomas McGuire

Denise McGuire

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 15 day of June, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named

William Gomez and Connie R. Gomez

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that their 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.

Notary Public for Oregon

My Commission expires 8-5-83