

AGREEMENT

This Agreement made and entered into by and between Roy D. Marshall and Edith M. Marshall, husband and wife, first parties and James G. Taylor, second party.

WITNESSETH

In consideration of the agreements herein contained the first parties agree to sell and the second party agrees to buy the following described property to wit:

1974 Sanpocinte 12 x 60 mobile home

Vehicle ID Number 1602KS0836

As purchase price there for the second party agrees to pay and the first parties agree to accept sixty-five hundred (\$6,500.00) dollars, payable as follows:

- (1) \$1,500.00 upon the execution of this agreement.
- (2) \$152.78 or more on or before June 1, 1983 and a like sum or more on or before the first day of each month thereafter until the entire amount of principal and interest shall have been paid in full. The last payment June 1, 1986 shall be \$152.70.
- (3) Unpaid balances owing hereunder shall bear interest at the rate of ten (10%) percent simple interest from June 1, 1983 until paid.

The second party agrees to pay all taxes and assessments hereafter levied and imposed on the premises or any part thereof, including taxes for the year 1983-84. The first parties have paid the 1982-83 taxes and they are not being reimbursed for the pro rata share thereof.

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1983

The second party agrees that he will continuously keep the improvements on the premises insured against loss or damage by fire or other acts, and policy or policies of insurance shall be payable to the first parties as their interest may appear and the policy or policies will be placed in the possession of the first parties.

The second party shall maintain the premises in a husbandlike manner.

Should the second party keep and perform each and all of his agreements hereunder and make payment of the entire purchase price and each installment thereof at the times herein agreed upon, then upon such full compliance with the terms of this agreement the first parties will convey title to the premises to the second party.

Should the second party fail or neglect to keep and perform each and all of their agreements hereunder or fail to pay the purchase price or any installment thereof at the times herein agreed upon, time being of the essence of this agreement, then the first parties, in addition to all other remedies, may terminate this agreement and in such event the second parties' interest in the premises and any improvements thereon shall cease and amounts heretofore paid hereunder shall be retained by the first parties and considered as rental for the use and occupation of the premises.

Should the first parties institute any suit or action for the enforcement of their rights hereunder the second party agrees to pay, in addition to the cost and disbursements provided by statute, such sum as the court may award as reasonable attorneys fees in such suit or action.

The second party agrees to pay any moving cost of the premises if any suit or action is taken by the first parties for the enforcement of their rights.

The first parties interest under this agreement shall be deemed held with right of survivorship and upon the death of either of the first parties the remainder of the purchase price shall be paid to the survivor of them and the survivor of the first parties shall be authorized to convey the premises in compliance with the terms of this agreement.

In Witness Whereof, the parties hereto have hereunto set their hands and seals this 29 day of April, 1983.

Witnesses:

Karlene R. Christensen

Roy D. Marshall

Brenda M. Marshall

Edith M. Marshall

First Parties

James H. Taylor

Second Parties

Ret. Roy D. Marshall
5494 Marion Hill Rd. S.E.
Turner, Oregon 97392

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 18 day of July A.D. 19 83
at 10:10 o'clock A M, and duly
recorded in Vol. M 83 of Misc.
Page 11307

EVELYN BIEHN, County Clerk

By Joe Lewis Deputy

Fee 12.00