

This Agreement, made and entered into this 19th day of July, 1983, by and between William D. Fox and Linda K. Fox, husband and wife, of the one part, and Robin E. Dunlap, of the other part, heretofore called the vendor, and

Robin E. Dunlap hereinafter called the vendee.

WITNESSETH that the parties hereto have agreed that the vendee shall pay to the vendor the sum of \$7,200.00, to buy from the vendor, all of the following described property situated in Klamath County, State of Oregon, to-wit:

The SW 1/4, SW 1/4 of Section 35, Township 35 S., Range 7 East of W. M. in Klamath County, Oregon, Subject to: Reservations, restrictions, easements, and rights of way of record, and those apparent on the land, also subject to taxes for the year 1983-84 which are not yet payable.

at and for a price of \$ 8,500.00, payable as follows, to-wit: \$1,300.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 7,200.00 with interest at the rate of 10.9% per annum from August 1, 1983, payable in installments of not less than \$95.15 per month, inclusive of interest, the first installment to be paid on the 15th day of August 1983 and a further installment on the same day of every month thereafter until the full balance and interest accrued interest shall be due and payable.

Vendor agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the Mountain Title Company, P.O. Box 5017, 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 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 the 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 except the obligations of that certain Contract of Sale recorded on May 18, 1977 in Vol. M-77 at page 8709 of the Deed records of Klamath County, Oregon, which Vendors shall pay and perform.

Klamath County, Oregon, which Vendors shall pay and perform. 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.

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 in the description of the property above.

which vendee assumes, and will place said deed together with one of these agreements in escrow at the office of Mountain Title Company at Klamath Falls, Oregon.

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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 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 vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and reversion 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 on the premises, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become overgrown, 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, on 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.

William D. Fox, Linda K. Fox, Robin E. Dunlap

STATE OF OREGON
County of Klamath
I, William D. Fox, Linda K. Fox, and Robin E. Dunlap, do hereby certify that the within instrument was received and filed for record on May 18, 1977 in Vol. M-77 at page 8709 of the Deeds of Klamath County, Oregon, which instrument was duly acknowledged by the parties thereto and is a true and correct copy of the original instrument as the same appears from the records of said County.

Before me: Susan C. Patzke
Notary Public for Oregon

Until a change is requested, all tax statements shall be sent to the following name and address:
Robin E. Dunlap
P.O. Box 7338
Klamath Falls, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH :ss
I hereby certify that the within instrument was received and filed for record on the 29 day of July A.D., 1983 at 3:36 o'clock P.M. and duly recorded in Vol. M83, of deeds on page 12559.

EVELYN BIEHN COUNTY CLERK
by [Signature] Deputy

Fee \$ 8.00