

THIS AGREEMENT, made and entered into this 30TH day of August, 19 83 by and between MARY J. WARMEE as to an undivided 1/3 interest, and MARY J. WARMEE as Trustee for Candice R. Warmee & Brandy E. Warmee as to an undivided hereinafter called Seller, and 2/3s interest GARY F. HARLAN and LINDA HARLAN, 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:

See "Exhibit A" attached hereto and incorporated by reference herein.

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The purchase price thereof shall be the sum of \$110,000.00 payable as follows: \$41,300.00 upon the execution hereof; the balance of \$68,700.00 shall be paid in monthly installments of \$752.72 INCLUDING interest at the rate of 10 per annum on the unpaid balance, the first such installment to be paid on the 10th day of September, 1983, and a further and like installment to be paid on or before the 10th day of each month thereafter until the entire purchase price, including both principal and interest is paid in full. Purchaser specifically agrees to pay the full contract balance, including both principal and interest on or before June 15, 1994. Buyer further agrees that he will pay an additional sum each month equivalent to the escrow collection charge of Mountain Title Company, which said payment shall be in addition to the monthly payment of \$752.72 provided for hereinabove.

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 interest due thereon to the date of payment;

- 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 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; such consent shall not be unreasonably withheld. *mjs*
- 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 Mountain Title Company, 407 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:
- 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 ^{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 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.~~

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 30th day of August, 1983.

Mary J. Harman
SELLER
Mary J. Harman as
SELLER *Trustee*

Mary F. Harlan
BUYER
Sydney J. Harlan
BUYER

A tract of land situated in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southwest corner of that certain tract of land conveyed to Fremont Glass & Millwork Co., recorded in Volume M-70 at page 1756, Klamath County Deed Records; thence South 00° 02' 15" East along the Easterly right of way line of Washburn Way a distance of 483.76 feet to a 5/8 inch iron pin on the true point of beginning of this description; thence South 00° 02' 15" East along the Easterly right of way line of Washburn Way a distance of 283.76 feet to a 5/8 inch iron pin; thence South 89° 24' 20" East parallel with Laverne Avenue a distance of 175.00 feet; thence North 00° 02' 15" East parallel with Washburn Way a distance of 284.05 feet to a 5/8 inch iron pin; thence North 89° 30' 00" West parallel with the South line of said Fremont Glass & Millwork Co. tract a distance of 175.00 feet to the true point of beginning of this description.

EXCEPTING THEREFROM the North 30 feet deeded to Washburn Enterprises by Deed recorded October 5, 1973 in Volume M73 at Page 13486, Deed records of Klamath County, Oregon.

FURTHER SUBJECT TO:

- 1) Easement, including the terms and provisions thereof, for ditches, canals, and pipelines as reserved in a deed from Western Cities Company to H. M. Mallory, et al, dated August 16, 1948, recorded September 15, 1948 in Book 225 at page 91, Deed Records, for ditches, canals and pipelines over, under or across, for purpose of diverting and delivering water for irrigation and domestic use of adjoining property.
- 2) Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded July 23, 1973 in Book M73, page 9421.
- 3) An easement created by instrument, including the terms and provisions thereof,

Dated	:	February 26, 1972	
Recorded	:	July 23, 1973	Book: M 73 Page: 9421
In Favor Of	:	Harry R. Waggoner et ux., et al.	
For	:	30 foot public roadway parallel and adjacent to the Northerly boundary of said parcel	
- 4) Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District.
- 5) Contract, including the terms and provisions thereof,

Dated	June 14, 1979		
Recorded	June 15, 1979	Book: M 79	Page: 14150
Vendor	Roger D. Babcock and Laurena J. Babcock, husband and wife		
Vendee	Walter Z. Warmee and Mary J. Warmee, husband and wife, as to an undivided 1/3 interest, and Walter Z. Warmee and Mary J. Warmee as Trustees of Candice R. Warmee and Brandy E. Warmee, as to an undivided 2/3s interest,		

which Seller herein agrees to pay from the proceeds of the within contract.
- 6) Contracts and/or liens for irrigation and/or drainage, the schedule of exclusions from coverage, together with any schedules contained in standard title policies, reservations, easements, restrictions and rights of way of record and those apparent on the land.

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named MARY J. WARMEE and MARY J. WARMEE

as Trustee for Candice R. Warmee and Brandy E. Warmee
on this 30TH day of August, 1983 and acknowledged
the foregoing instrument to be her voluntary act and deed.

Before me:

Susan C. Pate
NOTARY PUBLIC FOR OREGON

My Commission Expires: 11-2-86

STATE OF OREGON, County of Klamath) ss.

Personally appeared the above-named _____

GARY F. HARLAN and LINDA HARLAN, husband and wife
on this 30TH day of August, 1983 and acknowledged
the foregoing instrument to be their voluntary act and deed.

Before me:

Susan C. Pate
NOTARY PUBLIC FOR OREGON

My Commission Expires: 11-2-86

STATE OF OREGON, County of Klamath) ss.

I certify that the within instrument was received for record on the
30 day of August, 1983, at 3:44 o'clock
p.M., and recorded in Book M83 on Page 14665 or as
file/reel number _____, of said county.

Witness my hand and seal of County affixed.

Evelyn Biehn
Recording Officer

By: [Signature]

Deputy

Fee \$20.00

Return to
TA