

hereinafter called the vendor, and

JOE H. VICTOR and ELEANOR D. VICTOR, husband and wife,  
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:

Real property more particularly described in Exhibit A attached hereto and by this reference made a part hereof;

TOGETHER WITH personal property more particularly described in Exhibit B attached hereto and by this reference made a part hereof;

at and for a price of \$ 50,000.00 , payable as follows, to-wit:

~~XX~~

\$ 50,000.00 with interest at the rate of 10 %  
payable in installments of not less than \$ 10,000.00 per  
year , inclusive of interest, the first installment to be paid on the 15th day of September  
1984, and a further installment on the 15th day of every September thereafter until the full balance and interest  
are paid.

Real and personal property taxes will be prorated as of August 30, 1983. Any taxes payable by the vendor will be paid prior to foreclosure for taxes by Klamath County.

Vendee is granted permission to tear down the storage building located on Parcel No. 2. Vendee shall not remove any buildings located on Parcel No. 1 until the principal balance of the contract is \$25,000.00 or less.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~of the~~ ~~XXXX~~

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 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, copy to vendor, 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 September 1, 1983.

~~Vendor will not be responsible for the loss of or damage to goods and materials received and accepted by the purchaser and is not responsible for the loss of or damage to goods and materials received and accepted by the purchaser.~~

Vendor will deliver to vendee a good and sufficient warranty deed for the real property and bill of sale for the personal property when the contract has been fully paid and performed.

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~~XX~~

15067

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 revest 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.

This contract has been prepared by William L. Sisemore, representing Jessie Lee Hosford, vendor. Vendee has been advised that vendee should obtain their own legal counsel to protect their interest in this transaction.

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

Jessie Lee Hosford

Joe H. Victor

Eleanor D. Victor

STATE OF OREGON

County of Klamath

ss.

August 30, 1983

Personally appeared the above named Jessie Lee Hosford; and Joe H. Victor and Eleanor D. Victor, husband and wife,

and acknowledged the foregoing instrument to be their 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:

Joe H. and Eleanor D. Victor, 1846 E. 15th Dr., Klamath Falls, Or. 97601.

State of Oregon, County of

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ m and recorded in book \_\_\_\_\_ of \_\_\_\_\_ Record of Deeds of said County.

Witness My Hand and Seal of County Affixed.

By

County Clerk - Recorder

Deputy

AFTER RECORDING RETURN TO:  
JESSIE LEE HOSFORD, P. O. Box 472  
Klamath Falls, Or. 97601

From the office of  
WILLIAM L. SISEMORE  
Attorney at Law  
First Federal Bldg.  
540 Main Street  
Klamath Falls, Ore.

## EXHIBIT "A"

## PROPERTY DESCRIPTION

15068

PARCEL NO. 1:

Beginning at an iron pin on the North line of Byrd Avenue of Chelsea Addition, a subdivision of Klamath County, State of Oregon, which iron pin is at a point South 0°06' West along the East section line of Sec. 19, Twp. 38 S., R. 9 E.W.M., a distance of 688.5 feet and North 89°49' West along the North line of Byrd Avenue a distance of 444.4 feet from the iron axle (with Ball Race) which marks the Northeast corner of said Sec. 19; thence running North 89°49' West along the North line of Byrd Avenue a distance of 77.2 feet to an iron pin which lies on the northeasterly right of way line of State Highway No. 97, 95 feet at right angles from the northeasterly leg of same; thence North 38°52' West along the northeasterly right of way line of State Highway No. 97 (note the State Highway Bearing of this line shows North 39°07½' West) a distance of 130.55 feet to a point; thence North 51°08' East at right angles a distance of 192.77 feet to an iron pin; thence South 38°52' East 15 feet to an iron pin; thence South 0°06' West parallel to the Section line a distance of 211.1 feet, more or less, to the point of beginning, in the Northeast Quarter of the Northeast Quarter of Section 19.

PARCEL NO. 2:

Beginning at a point which is South 0°06' West a distance of 477.4 feet and North 89°49' West a distance of 234.2 feet from the Northeast corner of Sec. 19, Twp. 38 S., R. 9 E.W.M.; thence North 0°06' East a distance of 154 feet to a point; thence North 89°49' West a distance of 336 feet, more or less, to a point on a line which is parallel to and distant 192.77 feet at right angles from the northeasterly right of way of the Dalles-California Highway; thence South 38°52' East a distance of 200 feet, more or less, to a point which is North 0°06' East a distance of 211.1 feet from the North line of Byrd Avenue in Chelsea Addition; thence South 89°49' East a distance of 210.2 feet to the place of beginning, being in the NE¼NE¼ of Sec. 19, Twp. 38 S., R. 9 E.W.M.

SUBJECT TO:

1. Reservations, restrictions, rights of way, easements of record and those apparent on the land;
2. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.
3. Reservations and easements set out in the instrument recorded in Deed Book 113 at page 535 of Records of Klamath County, Oregon, on January 3, 1938, wherein Dunn and Baker, a corporation, is grantor and James M. Baker, is grantee.
4. An easement created by instrument, including the terms and provisions thereof,  
 Dated : September 30, 1949  
 Recorded : October 7, 1949 Book: 234 Page: 262  
 In favor of : California Oregon Power Company, a California Corporation  
 For : Electrical transmission
5. Any sewer hookup charges due and payable to the City of Klamath Falls, Oregon, which vendees agree to pay.

EXHIBIT "B"

15069

- 4 Double Beds with Mattresses and Springs
- 2 Twin Beds with Mattresses and Springs
- 5 Chests of Drawers
- 7 Electric Cook Stoves
- 7 Electric Refrigerators
- 6 Dinette Tables
- 14 Dinette Chairs
- 6 Easy Chairs
- 1 Coffee Table
- 1 Davenport
- 1 Love Seat
- 2 Desk Tables
- 2 Console T.V.'s (black and white)
- 1 Electric Clothes Dryer
- 1 Stationary Laundry Tub
- 1 Large Gas Water Heater
- 1 Electric Water Heater
- 21 Electric Baseboard Heaters

Curtains at all windows in house and motel.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 2nd day of September A. D. 1983 at 4:24 o'clock P M., and  
duly recorded in Vol. M83, of Deeds on Page 15066

By Evelyn Biehn County Clerk

Fee \$16.00