

30070

UTC-13074-L

Vol. 1183 Page 18776
October 1983 by and between

This Agreement, made and entered into this 20th day of October, 1983, by and between CHARLES F. JOHNSON and DOROTHY R. JOHNSON, husband and wife,

hereinafter called the vendor, and ROBERT B. HOPKINS and VIRGINIA HOPKINS, husband and wife, hereinafter called the vendee.

WITNESSETH

Vendor 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:

A parcel of land situate in Lots 8 and 9, Block 44, BUENA VISTA ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, more particularly described as follows:

Beginning at the Northwest corner of Lot 6, Block 44, BUENA VISTA ADDITION; thence South 31°15'20" East along the Westerly boundary of said Block 44 and parallel to California Avenue, 112.0 feet to the true point of beginning of this description; thence continuing South 31°15'20" East along the West boundary of said Block 44, 68.0 feet to an iron pin; thence North 70°53'25" East 81.83 feet to an iron pin; thence North 31°15'20" West 85.22 feet to a point; thence South 58°44'40" West 80.0 feet to the true point of beginning of this parcel.

SUBJECT TO: Sewer and water use charges, if any, due to the City of Klamath Falls; Easement for air, light and view in favor of Joseph E. Beitler and Connie L. Beitler recorded October 31, 1983, in Book 83 at page 18776, Records of Klamath County, Oregon; Easements and rights of way of record and those apparent on the land, if any; and to taxes for fiscal year 1983-84, which are now a lien but not yet payable; at and for a price of \$ 7,500.00

payable as follows, to-wit:

\$ 1,500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 6,000.00 with interest at the rate of 10% per annum from November 1, 1983, payable in installments of not less than \$ 127.50 per month inclusive of interest, the first installment to be paid on the 1st day of December 1983; and a further installment on the 1st day of every month thereafter until the full balance and interest are paid. All or any portion of said purchase price may be prepaid without penalty.

PROVIDED HOWEVER, the vendee shall be entitled to a discount on the purchase price if he prepays the full balance of the contract as follows: \$300.00 per year for each full year that he prepays the full unpaid balance of the purchase price, not to exceed \$1500.00.

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 Mountain Title Company, 407 Main St.,

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 vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatever nature and kind; however, in the event that any liens attach to the property, vendor may but is not obligated to pay the liens and add the amount of the liens to the unpaid balance of the contract and exercise any remedies that are available to the vendor upon a breach of this agreement by the vendee, 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 November 1, 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

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Mountain Title Company,

at Klamath Falls, Oregon

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 re-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 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 INSTRUMENT DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

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

Charles F. Johnson
Charles F. Johnson

Robert B. Hopkins
Robert B. Hopkins

Dorothy R. Johnson
Dorothy R. Johnson

Virginia Hopkins
Virginia Hopkins

ARIZONA

STATE OF OREGON

County of Pima

October 27th 19 83

Personally appeared the above named CHARLES F. JOHNSON and DOROTHY R. JOHNSON, husband and wife,

and acknowledged the foregoing instrument to be their act and deed.

Before me:

Jack W. Wood
Notary Public for Oregon, Arizona

My commission expires: My Commission Expires Oct. 18, 1986

Until a change is requested, all tax statements shall be sent to the following name and address:

Robert B. and Virginia Hopkins 6208 Hwy #39 K. 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 on page Record of Deeds of said County.

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

Witness My Hand and Seal of County Affixed.

County Clerk - Recorder

Deputy

18778

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 24th day of October, 1983,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named ROBERT B. HOPKINS and VIRGINIA HOPKINS, husband and wife,

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

[Signature]
Notary Public for Oregon.
My Commission expires 7/13/85

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

on this 31st day of October A.D. 1983
at 3:15 o'clock P M, and duly
recorded in Vol. M83 of Deeds
Page 18776

EVELYN BIEHN, County Clerk
By *[Signature]* Deputy
Fee 12.00