

TIA # M-38-26878

This Agreement made and entered into this 15th day of November 1983 by and between PAUL W. WHITLATCH and BARBARA J. WHITLATCH, husband and wife; and DAVID P. WHITLATCH and CHERYL L. WHITLATCH, husband and wife; hereinafter called the vendor, and

JOHN A. HEIDERER and LOUISE M. HEIDERER, husband and wife; hereinafter called the vendee.

WITNESSETH

The 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 tract of land situated in the NW $\frac{1}{4}$  of Section 18, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northwest corner of said Section 18; thence South 00°01'10" West 2192.47 feet; thence South 89°51'42" East 1293.84 feet to the true point of beginning of this description; thence South 00°02'03" East 465.00 feet to the South line of the NW $\frac{1}{4}$  of said Section 18; thence North 89°51'42" West along said line, 468.50 feet; thence North 00°02'03" West 465.00 feet; thence South 89°51'42" East 468.50 feet to the true point of beginning, with bearings based on recorded Survey No. 2026, as recorded in the Klamath County Surveyor's office. TOGETHER WITH all easements of record or apparent on the land which are appurtenant to the above-described real property. RESERVING an easement for irrigation purposes over and across the North 10 feet of\*\*\*\* SUBJECT TO: Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District; Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any; and also subject to a prior contract of sale, memorandum of which is recorded in Vol. M78, page 23633, records of Klamath County, Oregon, which said contract vendee herein does not assume, and vendor covenants and agrees to hold vendee harmless therefrom;

at and for a price of \$ 35,000.00 , payable as follows, to-wit:

\$ 10,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 25,000.00 with interest at the rate of 9.5 % per annum from November 22, 1983, payable in installments of not less than \$ 292.39 per month inclusive of interest, the first installment to be paid on the 10th day of December 1983, and a further installment on the 10th day of every month thereafter until the full balance and interest are paid. All or any portion of said contract price may be prepaid without penalty.

\*\*\*\*the Westerly 300 feet of the above-described property.

Exhibit "A" is attached hereto and incorporated herein by this reference as if fully set out herein.

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 Klamath First Federal Savings and Loan Association, 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 the said property shall be held subject to the covenants, conditions and restrictions contained in the contract of sale and in the deed conveying the same to the vendee; 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 immediately.

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 as above stated, EXCEPT said contract of sale which vendee assumes, and will place said deed together with one of these agreements in escrow at the Klamath First Federal Savings and Loan Association, at Klamath Falls, Oregon

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if the 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. VENDEE 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.

John A. Heiderer  
Barbara J. Whitlatch  
David P. Whitlatch  
Cheryl L. Whitlatch

STATE OF OREGON  
County of Klamath  
November 19 83

Personally appeared the above named PAUL W. WHITLATCH and BARBARA J. WHITLATCH, husband and wife; JOHN A. HEIDERER and LOUISE M. HEIDERER, husband and wife; and acknowledged the foregoing instrument to be their act and deed.

Before me: Barbara J. Addington  
Notary Public for Oregon  
My commission expires: 3-22-85

Until a change is requested, all tax statements shall be sent to the following name and address:  
John A. Heiderer, 5752 Denver Ave., Klamath Falls, Oregon 97601

Return T.A.  
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.  
By \_\_\_\_\_ County Clerk - Recorder  
Deputy



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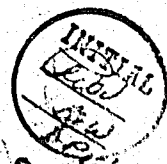
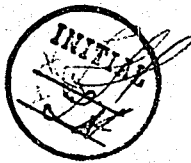
EXISTING ENCUMBRANCE: The property is presently subject to a contract of sale with Paul W. Whitlatch, Barbara J. Whitlatch, David P. Whitlatch and Cheryl L. Whitlatch, as Vendees, and L. A. Swetland, M.D., P.C. Pension and Profit Sharing Trust; R. H. Otteman, M.D., P.C., Pension and Profit Sharing Trust, Ore-Cal General Wholesale, Inc., an Oregon Corporation, and Garret D. Hilyard and Betty Jean Hilyard, husband and wife, doing business as Henley Farms as Vendors, dated the 17th day of October, 1978. Sellers covenant with Purchasers that Sellers will make all payments thereunder when due and will obey all of the terms of such instrument, except as to those matters which are to be performed by Purchasers under the terms of the contract. If Sellers shall receive notice of breach of any of the terms of such instrument, Sellers shall immediately forward a copy of such notice to Purchasers. In the event Sellers fail to make any payment required by such instrument, Purchasers, at Purchasers' option may make any or all of the payments payable by Seller hereunder directly to the Sellers, L. A. Swetland, M.D., P.C., Pension and Profit Sharing Trust; R. H. Otteman, M.D., P.C., Pension and Profit Sharing Trust, Ore-Cal General Wholesale, Inc., an Oregon Corporation, and Garret D. Hilyard and Betty Jean Hilyard, husband and wife, doing business as Henley Farms, until such obligation is satisfied. Such payments shall be credited on the balance of the purchase price hereunder as though paid directly to Sellers.

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ccw by gdw

EXHIBIT "A"



STATE OF OREGON,

County of Klamath } ss.

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On this the 21st day of November, 1983, personally appeared Barbara J. Whitlatch, who, being duly sworn (or affirmed), did say that s/he is the attorney in fact for Cheryl L. Whitlatch, that s/he executed the foregoing instrument by authority of and in behalf of said principal; and s/he acknowledged said instrument to be the act and deed of said principal.

Before me:

Harlene J. Addington  
Notary Public for Oregon.  
My Commission expires 3-22-85

ATTORNEY IN FACT ACKNOWLEDGMENT  
Form No. 0-13  
(Previous Form No. Form 159)

STATE OF OREGON,

County of Klamath } ss.

BE IT REMEMBERED, That on this 21st day of November, 1983, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named JOHN A. HEIDERER and LOUISE M. HEIDERER, 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.

Carolyn F. Doonan  
Notary Public for Oregon.  
My Commission expires 6-24-85

NOTARY PUBLIC  
GENERAL ACKNOWLEDGMENT  
Form No. 0-16

STATE OF OREGON,

County of Klamath } ss.

On this the 21st day of November, 1983, personally appeared Barbara J. Whitlatch, who, being duly sworn (or affirmed), did say that s/he is the attorney in fact for David P. Whitlatch, that s/he executed the foregoing instrument by authority of and in behalf of said principal; and s/he acknowledged said instrument to be the act and deed of said principal.

Before me:

Harlene J. Addington  
Notary Public for Oregon.  
My Commission expires 3-22-85

ATTORNEY IN FACT ACKNOWLEDGMENT  
Form No. 0-13  
(Previous Form No. Form 159)

STATE OF OREGON: COUNTY OF KLAMATH: ss  
I hereby certify that the within instrument was received and filed for record on the 1st day of December A.D., 1983 at 3:38 o'clock P M, and duly recorded in Vol M83, of Deeds on page 20580.

Fee \$ 16.00

EVELYN BIEHN, COUNTY CLERK  
by Sam Smith, deputy