

## AGREEMENT

THIS AGREEMENT is made this 19 day of December, 1983,  
between Jacqueline Weiss, Richard S. Boettcher, Ruth Delis and  
Charles Boettcher, hereinafter called the "vendor," and Herbert W.  
Boettcher, 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 real property  
situated in Klamath County, Oregon, to wit:

The West half of Lots 5 and 6, Block 4,

DIXON ADDITION to the City of Klamath Falls

at and for a price of \$40,000 payable as follows, to wit:

\$ -0- at the time of execution of this agreement, receipt of  
which is hereby acknowledged, \$40,000 with interest at the rate of  
9% per annum from the date of this agreement payable in installments  
of not less than \$400 per month inclusive of interest. The first  
installment to be paid on the first day of January 1984 and a  
further installment on the first day of every month thereafter  
until January 1, 1999, when the full balance, principal and  
interest, then owing shall become due and payable; provided,  
however, upon the death of Monica A. Boettcher, all sums owing  
to vendor shall be forgiven and the entire balance shall be con-  
sidered to have been paid in full with the exception of any  
payments in arrears on said date.

Vendee agrees to make the payments at Klamath First Federal  
Savings & Loan Association, Klamath Falls, Oregon.

Vendee agrees to keep said property at all times in as good condition as the same now is, that no improvements, 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 contract price with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendee with copies to Richard S. Boettcher; that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and encumbrances 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 encumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall be entitled to possession of said property on January 1, 1984.

Vendor will on execution hereof make and execute in favor of vendee a good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all encumbrances whatsoever, except easements, restrictions, rights of way of record and those apparent on the land which vendee assumes and will place said deed, together with one of these agreements, in escrow at Klamath First Federal Savings and Loan Association, Klamath Falls, Oregon and shall enter into written escrow instructions 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 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 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 revert 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.

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 shall not assign this contract or any interest hereunder or in the property herein described nor shall vendee pledge the contract or any interest hereunder or in the property herein described as security for any loan, prior to the full execution of the contract, unless vendor first consents to such assignment in writing, which consent shall not be unreasonably withheld. Any attempted assignment in violation of this provision shall be void and of no effect with respect to vendor and at vendor's option may be deemed a default by vendee under this contract, and vendor may pursue such remedy or remedies as may be available to vendor for material breach by vendee.

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 rights 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.

Vendee shall bear all closing costs, escrow costs including monthly escrow fees and all taxes or any other encumbrances owing

on the property as of the date of this agreement.

In construing this contract, it is understood that vendor or or 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 circumstances 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.

VENDOR:

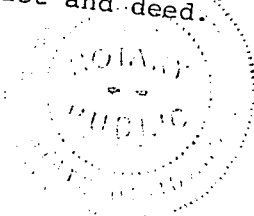
Charles D. Bretcher 12/12/83  
Fritz Selig 12/12/83  
Jacqueline Harris 12/16/83  
Richard S. Bretcher 12/19/83

VENDEE:

Herbert W. Bretcher Jr.

STATE OF IDAHO )  
County of MINIDOKA ) ss

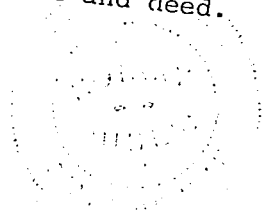
Before me this 12th day of December, 1983, personally appeared the above named CHARLES D BOETTCHER and acknowledged the foregoing instrument to be A voluntary act and deed.



Charles D. Boettcher  
Notary Public for Said State  
My Commission Expires: April 2, 1986

STATE OF IDAHO )  
County of Minidoka ) ss

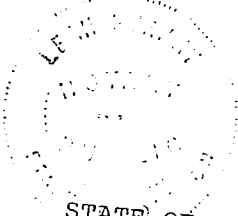
Before me this 12th day of Dec., 1983, personally appeared the above named RUTH DELIS and acknowledged the foregoing instrument to be A voluntary act and deed.



Ruth Delis  
Notary Public for Said State  
My Commission Expires: April 2, 1986

STATE OF Pennsylvania )  
County of Lancaster ) ss

Before me this 16 day of Dec., 1983, personally appeared the above named Josephine Weiss and acknowledged the foregoing instrument to be a voluntary act and deed.



Josephine Weiss  
Notary Public for Said State  
My Commission Expires: Feb. 6, 1984  
CONSTANCE L. THOM, Notary Public  
Upper Merion, Montg. Co., Pa.  
MY COMMISSION EXPIRES FEB. 6, 1984

STATE OF Oregon )  
County of Lane ) ss

Before me this 19th day of December, 1983, personally appeared the above named Richard S. Bitter and acknowledged the foregoing instrument to be a voluntary act and deed.

Leah Murphy  
Notary Public for Said State  
My Commission Expires: 2-23-86

STATE OF Oregon )  
County of Klamath ) ss

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Before me this 29th day of December, 1983, personally appeared the above named Herbert W. Boettcher and acknowledged the foregoing instrument to be his voluntary act and deed.

Shirley M. Kippner  
Notary Public for Said State  
My Commission Expires: 6-15-85

After Recording, Return To:

Crane & Bailey  
540 Main Street - Suite 204  
Klamath Falls, OR 97601

Mail Tax Statements To:

Herbert W. Boettcher  
314 Mesa Street  
Klamath Falls, OR 97601

STATE OF OREGON, )  
County of Klamath )

Filed for record at request of

on this 1st day of Jan. A.D. 19 84  
at 8:49 o'clock A M, and duly  
recorded in Vol. M84 of Deeds  
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EVELYN BIEHN, County Clerk

By Ann Smith Deputy

Fee 28.00