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tail reblad bize patiential autilad women bis K-36920 to the Vol. M& Page 5275 This Agreement, amade and entered into this 26th acting day of the March et 1984 by and between LEO"F. DAVIS and MARY MARGARET DAVIS, husband and wife, hereinafter called the vendor, and unionale text of the

normalis cance and ventue, and WILLIAM BAUM, actually a line giver an entry of a constraint contempted of a constraint of the constraint of the Parallection collect the mandee and the an inductor of source and the constraint of the constraint of the source of the Parallection collect the mandee bas accured to contribute and sand from ashing ash anemorph and is chosen . " er en annual service and annual basis and an annual service for the formation of the service of the service service of the se Vendergis signees with 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, towit: Toyot described property situate in Klamath County, State of Oregon, towit:

yan toonte han spins a in me to surficiel le neuroschel, yan modifier tolmey at a wes families so finds one s substances potenties without any eight of vender of reclamations of magazines and manager to have by fail of h Lots 9 and 11 in Block 5 of Riverview according to the official plat

and thereof on file in the office of the County Clerk of Klamath County, ve awhOregon. Webagon wova we as hare shreed for and visuant visuants and been very and poly out. Show that they have a

andpit enumpoisi wit be yets and take of alphy eld lordiow event of is mark second not over out of a loren SUBJECT TO: Reservations, restrictions, easements and rights of way SUBJECT TU: Reservations, restrictions, casements and lights of way of record and those apparent on the land, if any; as a some states are the elle to keep siductors and states below ence all more built of a some side that there is no free

readin and this reputh mut such with do that coast and or appollate court, it an appeal is laken, may adjutge reasonable the attempty's take to be efforted the provaling party to sold and or defend and or appeal. If an upperiors taken Venire hairs - reading fritters by vening of any dime to require parameters by vandee of any provision hered shaft

in ac vite effect wouldn's tight retained to enforce the same, nor shall any waited by vendor of each i reach of ony provision because to hadd to us a waiser of any ancreating breach of any auch provision, or as a waiver of the provision field.

Is encounted that settade it is undecreat that vender of the vendee may be more term one person; then if the context to require its anguar pressure shell be taken to used and include the planel, the prescribine, the feminine, and die nerten and that generally of grammantic decages shall be made, casumed and implied to make the stovisions hoted coply squally

at and for a price of \$ 35,500.00

of \$ 35,500.00 . payable as follows, to-wit: soliters all outgoes your connectances and all terrod all a constrained but a terrol but and terror all . Studie State of a state sadding of the

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of this agreement, the receipt of which is hereby acknowledged; \$ 34,500.00 with interest at the rate of 11 % at the time of the execution per annum from April 10, 1984, payable in installments of not less than 330.00month , in clusive of interest, the first installment to be paid on the 10th day of April 19 84 and a further installment on the 10th day of every month thereafter until the full balance and interest · per PROVIDED, HOWEVER, the full unpaid balance of principal and interest shall be due and payable upon the sale or transfer of the above-described

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Vendee to make said payments promptly on the dates above named to the order of the vendor, or the agrees survivors of them, at the Klamath First Federal Savings and Loan Association

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 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

beeb ban on a <u>literit</u> of at second a process of the following or 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

Vendor will on the execution hereof make and execute in favor of vendes 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, 

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which vendee assumes, and will place said deed

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Association,

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and shall enter into written escrow instruction in form-satisfactory to said escrow holder, instructing said holder that when, and the yanded, shall have poid the balance of the purchase price in taccordance 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 ine menez and beine referenced 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 wondee? while? in "default," permit the premises to become wacant, Wendor 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

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. 1,000.00 at the time of the opention er this every specific to severe of which is investy administigation 5 34, 500.00 with interest at the rate of 11 %

payedide in insectiments of we leas then \$330,00 month in a sum o the state making an to be paid on the 10th day of April , 2301 . 0.1 Lign & much manager of is if and a terrar bestalment on the 10th day of every months thereafter will the full balance and interest

an paid Service, Forevis, the full unpaid balance of principal and interest shall be due and parally wron the sale or transfer of the above-described Witness the hands of the parties the day and year first herein written. .Schasy of reasons

Mary Margant Waris A Contractor of the

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STATE OF OREGON which a chicken while and establish to be a set of the state of the state of the state of the March 29 and as a set of the state of tor and o stant for and to see the set they will be considered and the set of , 19 84 Personally appeared the above named Leo F. Davis and Mary Margaret Davis, husband the language survey of the survey forced limits and wife, and acknowledged the foregoing instrument to be their ..... act and deed.

To Burnella ender Harder Harder year of year of the standard or year of hir his internet and the standard of the hir his standard of the hir his standard of the standard of t The Them medican the operations and these colores? appare to impaces mention method build for Oregon 気力でに

My commission expires: 6-218 17 PG

Until a change is requested, all tax statements shall be sent to the following name and address: Wildiam Baum, 1912 Laurel, Klamath Falls, Or. 97601

By

State of Oregon, County of \_\_\_Klamath.

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Klamath Falls, Ore.

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	I certify that the within instrument was provided for a second
RETURN TO:	I certify that the within instrument was received for record on the 2nd. day of April 19 84 at 321 o'clock P m and recorded in book <u>M84</u> on page 5274 Becord D b level by the second of
From the office of	on page <u>5274</u> Record of Deeds of said County.
WILLIAM L. SISEMORE	the county.
Attorney at Law	Witness My Hand and Seal of County Affixed.
First Federal Bldg.	Logebal again der BVELYN BIEHN
540 Main Street	EVELYN BIEHN
Klamath Falls On	

FEE: \$8.00

County Clerk - Records

Deputy