

35230

Vol. MS4 Page 1 5566

This Agreement, made and entered into this 20th day of December, 1983 by and between JOHN S. BROWNFIELD and LEANNE D. BROWNFIELD, husband and wife, hereinafter called the vendor, and PAUL A. BARKER and ANSELMA BARKER, 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:

Forty-five (45) feet off the Northeasterly side of Lot seven (7) and five (5) feet off the Southwesterly side of Lot eight (8) in Block fifty (50) in NICHOLS ADDITION to the City of Klamath Falls, Oregon, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, and more particularly described as follows:

Commencing at a point on the Northwest line of Block fifty (50) of said NICHOLS ADDITION, 150 feet Northeasterly from the Northwest corner of said Block; thence, Southeasterly and parallel with 11th Street, 110 feet to the alley; thence, Northeasterly along the Northwest line of the alley, 50 feet; thence, Northwesterly and parallel with 11th Street, 110 feet to Jefferson (formerly Bush) Street; thence, Southwesterly along the Southeasterly line of said Jefferson Street, 50 feet to the point of beginning.

SUBJECT TO: Reservations, restrictions, easements and rights of way of record and those apparent on the land; if any:

at and for a price of \$ 15,500.00, payable as follows, to-wit:

\$ 5,400.00 <sup>x R.B.</sup> <sub>AB</sub> at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 10,100.00 with interest at the rate of 10 % per annum from March 1, 19 84 payable in installments of not less than \$ 125.00 per month, inclusive of interest, the first installment to be paid on the 1st day of April, 1984, and a further installment on the 1st day of every month thereafter until ~~the entire balance is paid~~ March 1, 19 94, when the entire balance, principal and interest, is due and payable.

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

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 date of closing 19 .

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,

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 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 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.

John S. Brownfield  
John S. Brownfield  
Leanne D. Brownfield  
Leanne D. Brownfield

Paul A. Barker  
Paul A. Barker  
Anselma Barker  
Anselma Barker

California  
STATE OF OREGON } ss.  
County of Humboldt March 28, 1984

Personally appeared the above named JOHN S. BROWNFIELD and LEANNE D. BROWNFIELD, husband and wife,

and acknowledged the foregoing instrument to be their act and deed.  
LAVINA E. BANCROFT  
NOTARY PUBLIC  
HUMBOLDT COUNTY, CALIFORNIA  
My commission expires Mar. 25, 1987  
Before me: Lavina E. Bancroft  
Notary Public for Oregon California  
My commission expires: March 25, 1987

Until a change is requested, all tax statements shall be sent to the following name and address:  
Paul A. Barker, Rt. 3, Box 228, Klamath Falls, Or. 97601

State of Oregon, County of Klamath  
I certify that the within instrument was received for record on the 5th day of April 19 84 at 2:30 o'clock Pm and recorded in book M84 on page 5566 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.  
EVELYN BIEHN  
County Clerk - Recorder  
By [Signature]  
Deputy  
Fee: \$8.00