

05264

Aspen Title #M Vol. 27488 Page 6536

This Agreement made and entered into this 18th day of April 1984 by and between RALPH E. COPE and RUTH M. COPE, husband and wife, and JANET R. ANDREWS, husband and wife, hereinafter called the vendor, and THOMAS E. ANDREWS, hereinafter called the vendee,

hereinafter called the vendee, do hereby certify that the vendee is the owner of the following described property situated in Klamath County, State of Oregon, to-wit:

Lot 20, CASITAS, in the County of Klamath, State of Oregon;

Subject to the terms and conditions of that certain Contract of Sale recorded March 6, 1979, in the Deed Records of Klamath County, Oregon, in Vol. M79 at page 5045 and that certain Contract of Sale recorded December 2, 1983, in the Deed Records of Klamath County, Oregon in Vol. M-83 at page 20630; which the Vendor agrees to pay and perform according to the terms thereof and hold

Vendee harmless from except as to those matters which are to be performed by Vendee under the terms of this Agreement.

at and for a price of \$39,000.00, payable as follows, to-wit:

\$8,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$31,000.00 with interest at the rate of 10.0 % per annum from April 19, 1984, payable in installments of not less than \$299.16 per month inclusive of interest, the first installment to be paid on the 19th day of May 1984, and a further installment on the same day of every month thereafter until the full balance and interest are paid.

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 County 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 with Notice to Vendors 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 upon the closing of escrow for this transaction.

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 of all incumbrances whatsoever, except reservations, restrictions, regulations, easements and 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 the Klamath County Title Company at Klamath Falls, Oregon.

Witness my hand and seal of office this 18th day of April 1984.

THOMAS E. ANDREWS, Vendor

THOMAS E. ANDREWS, Vendee

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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, 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 in the 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 reversion 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.

Ralph E. Cope Thomas E. Andrews
Ralph E. Cope Thomas E. Andrews
Ruth M. Cope Janet R. Andrews
Ruth M. Cope Janet R. Andrews

STATE OF OREGON }
County of Klamath }
Personally appeared the above named Ralph E. Cope and Ruth M. Cope and Thomas E. Andrews and Janet R. Andrews

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

Return to A & C
Before me: W. M. Ganong
Notary Public for Oregon
March 22, 1984

Until a change is requested, all tax statements shall be sent to the following name and address:
Mr. & Mrs. Thomas E. Andrews, 3350 Bristol, Klamath Falls, OR

From the office of
Wm. M. Ganong-Attorney
P. O. Box 57 KFO.

STATE OF OREGON: COUNTY OF KLAMATH:ss
I hereby certify that the within instrument was received and filed for record on the 19th day of April A.D., 19 84 at 3:51 o'clock P.M., and duly recorded in Vol M84 of Deeds on page 6536.

EVELYN BIEHN, COUNTY CLERK
by: R. Smith, Deputy

Fee: \$ 8.00