

Aspen #M-27587

This Agreement, made and entered into this 5th day of June, 1984 by and between  
WALTER H. HESSE and BETTE J. HESSE, husband and wife,  
hereinafter called the vendor, and

LOUIS D. JONES and DEBBIE L. JONES, 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:

A portion of Lot 11, Block 102, BUENA VISTA ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Southeast corner of said Lot 11, at the intersection of the North line of First Street with West line of Uerlings Street; thence Westerly along said Northerly line of First Street, a distance of 54.7 feet; thence North parallel with Uerlings Street a distance of 71.3 feet to the Northerly line of said Lot 11; thence along the Northerly line of Lot 11 in a Northeasterly direction a distance of 54.9 feet to the West line of Uerlings Street; thence South along said West line of Uerlings Street, a distance of 76.3 feet to the point of beginning.

Subject to: Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Buena Vista Addition; Easements and rights of way of record and those apparent on the land, if any; and also subject to a contract of sale wherein Hildur Evelyn Henry and Ruth Lillian Poole are vendors and vendees herein are vendees, recorded Sept. 29, 1978, in Book M78 at page 21801, which said contract vendees herein do hereby assume and agree to pay;

at and for a price of \$ 19,460.00 , payable as follows, to-wit: \$8,854.48 by assumption of the above-described contract of sale;

\$ 1,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 9,605.52 with interest at the rate of 10 % per annum from June 8, 1984, payable in installments of not less than \$ 103.22 per month, inclusive of interest, the first installment to be paid on the 8th day of July 1984, and a further installment on the 8th day of every month thereafter until the full balance and interest are paid.

This contract cannot be assigned without written consent of vendor.

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 Gibraltar Savings & Loan Association, at Eureka, California:

~~AND~~ 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 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,

which vendee assumes, and will place said deed, and a copy of the assignment of the above-described Henry-Poole contract,

together with one of these agreements in escrow at the Gibraltar Savings & Loan Association,

Eureka, California,

~~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, 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.

NOTE: 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.

Walter H. Hesse  
Betty J. Hesse

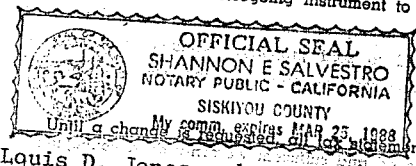
Louis D. Jones  
Debbie L. Jones

CALIFORNIA  
STATE OF ~~OREGON~~  
County of Siskiyou ss.

June 13th, 1984

Personally appeared the above named WALTER H. HESSE and BETTY J. HESSE, husband and wife,

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



Before me: Shannon E. Salvestro  
Notary Public for ~~OREGON~~ California  
My commission expires: March 25, 1988

Louis D. Jones and Debbie L. Jones shall be sent to the following name and address:

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.

Witness My Hand and Seal of County Affixed.

By \_\_\_\_\_ County Clerk - Recorder  
Deputy \_\_\_\_\_

From the office of  
**WILLIAM L. SISEMORE**  
Attorney at Law  
First Federal Bldg.  
540 Main Street  
Klamath Falls, Ore.

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STATE OF OREGON,

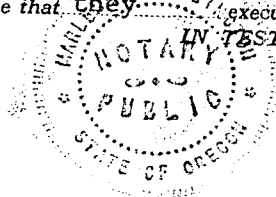
County of Klamath

SS.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 11th day of June, 1984,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Louie D. Jones and Debbie L. Jones

known to me to be the identical individual 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.

Harlene L. Addington  
Notary Public for Oregon.  
My Commission expires March 22, 1985

Please return to:  
ATC

STATE OF OREGON, )  
County of Klamath )

Filed for record at request of

on this 18th day of June A.D. 19 84  
at 11:13 o'clock A M, and duly  
recorded in Vol. M84 of Deeds  
page 10123

EVELYN BIEHN, County Clerk

By Ann Smith Deputy

Fee 12.00