

This Agreement, made and entered into this 26th day of September, 1984, by and between

DENNIS CHAMBERS and LINDA CHAMBERS
hereinafter called the "vendor," and

STEPHEN SAN FILIPPO and TERESA A. SAN FILIPPO
hereinafter called the "vendee."

WITNESSETH that the vendor and vendee have agreed to sell and buy the following described property situated in Klamath County, State of Oregon, to-wit:

Lots 5 and 6 in Block 1 of the First Addition to Buena Vista Addition in the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon;

Subject to the following exceptions:

1. Reservations, restrictions, easements and rights of way of record and those appurtenant to the land;
2. The "AS IS" condition of the land, improvements, furnishings, fixtures and equipment;
3. Real property taxes for the year 1984-85 which are now a lien but are not yet payable; and
4. The following statement required by law:

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.

at and for a price of \$ 28,500.00

of this agreement, the receipt of which is hereby acknowledged; \$26,000.00 at the time of the execution per annum from September 28, 1984, payable in installments of not less than \$300.31 per month, inclusive of interest, the first installment to be paid on the 21st day of October 1984, and a further installment on the 21st 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, P.O. Box 151, 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 its 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 Vendees 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 except the monthly installments payable on the underlying Contract of Sale wherein the Chambers are Vendees and Elmer V. Maki and Irene R. Maki are Vendors, which Chambers will pay, 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 on the date this sale is closed in escrow.

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 Contract of Sale referred to above which is recorded in Vol. M-79 at page 29723 of the deed records of Klamath County, Oregon and which Vendors will pay and perform, except as to those duties assumed by Vendees herein, and hold Vendees harmless from,

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

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder, and 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 in this 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.

Witness the hands of the parties the day and year first herein written.

Vendors: Dennis Chambers
Vendees: Stephen San Filippo
Linda Chambers
Teresa A. San Filippo

STATE OF OREGON
County of Klamath
Dennis Chambers, Linda Chambers, Stephen San Filippo and Teresa A. San Filippo are at and do hereby certify that the foregoing instrument is their act and deed.
September: 28, 1984
Personally appeared the above named

and acknowledged the foregoing instrument to be their act and deed.
Before me: Stephen Moore
Notary Public for Oregon
My commission expires 8/27/87
Until a change is requested, all tax statements shall be sent to the following name and address: Mr. and Mrs. Stephen San Filippo
2632 Bly Street
Klamath Falls OR 97601

Return to
KCTC

State of OREGON: COUNTY OF KLAMATH: ss.
I hereby certify that the within instrument was received and filed for record on the
28 day of September A.D., 1984 at 3:30 o'clock P.M., and duly recorded in
Vol M84 of Deeds on page 16821.
Fee \$ 8.00 Index: \$ 1.00
By Pam Smith deputy