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fill 43,

This Agreement, made and entered into this 19th. day of September. 1884. by and between Lydia V. McKeehan as Personal Representative of the Estate of MARTHA GERTRUDE

MCKEEHAN hereincriter colled the vendor, and was a finded to ease at sort that so the estimate of streamsteric bins to the sort of an and a sort of the sort of streamsteric bins at the sort of strea

GERALD R. PFEIFF and GERALDINE K. PFEIFF

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See the description attached heretomandurate module courses the first incorporated herein by this areference of unvious the constant in course and the second of herein at the excession of the second of herein at the second of the second of

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And in case suit or action is instituted to foreclese or to enforce any of the worth of the feedback perior party is work out or action shall be entitled to receive from the other party his casts which shall include he reached, bie cast of more report and this search and such sum as the trial court and or oppellate court. If an appeal is taken, may addid to reacted as attorney's tess to be allowed the prevailing party in said suit or action and if appeal, it as arread is taken.

Vendes further agrees that failure by vendor at any time to require policination in started of any provision hereof shalls in no way affect vendor's right hereunder to enforce the same, nor shall any written by vendor. The started any succeeding breach of any such provision, or me we started to hold to be a waiver of any succeeding breach of any such provision, or me we started to hold to be a waiver of any succeeding breach of any such provision, or me we started to hold to be a waiver of any succeeding breach of any such provision, or me we started to hold to be a waiver of any succeeding breach of any such provision, or me we started to hold to be a waiver of any succeeding breach of any such provision.

in constraints this contract, it is understood that vendor or the vendor may be more than an entropy with the neuronal terms and the transmission and include the plant, the frame time and the neuronal terms and the taken to mean and include the plant, the frame time and the neuronal terms and to individuals.

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Euvers may remove all buildings on the property except the house located on the property.

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

Wendee E agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivers of them, at the Kilamath First Federal Savines and Loah Association vd

survivaried them at the Klamath First Federal Savings and Loan Association of at Klamath Falls, Oregon, to keep sold 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 test 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 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 whatscever nature and kind 19 (16199), (101999), which is a light of the same state of bone and the same state and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or or bone and the said property to become subject to any taxes, assessments, liens, charges or or bone and the said property to become subject to any taxes, assessments, liens, charges or or bone and the said property to become subject to any taxes, assessments, liens, charges or or bone and the said property to become subject to any taxes, assessments, liens, charges or or bone and the said property to become subject to any taxes, assessments, liens, charges or or bone and the said property to become subject to any taxes, assessments, liens, charges or or bone and the said become and the said become subject to any taxes, assessments, liens, charges or bone and the said become and the said become

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 September 19, 1984.

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 rate of this date of all incumbrances whatsoever, except

listi a shunge is requested, all tax statements shall be sent to the following name and address:

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the

Klamath First Federal Savings and Itan and All And All

and Mrs. Gerald Pfeiff

7529 HILVard Avenue

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This and the state of the state 11. Wendeel shall have mote the balance of the butchese price in according 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. GURALD E. PERIPE and GERALDINE K. PPEIER

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 (2) To declare the full unpaid balance immediately due and payable; foreclose this contract by strict foreclosure in equity; (9) To specifically enforce the terms of the agreement by sulf in equity, eehas To declare this contract null and void, and in any of such cases, except exercise of the right Wo specificative anticide will a ream of the stant 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 defaull permit the premises to become vacuit, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest thereth, 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 provision, 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 2.2.5, even administrators and assigns additional sectors and assigns a sector administrators administrators and assigns a sector administrators administrators and assigns a sector administrators administrator

and a start 0 In the event the within described property; or lany, part thereof, or any interest therein is sold, agreed to be sold, conveyed, assigned or alienated by Vendees, then the entire remaining principal balance and accrued interest shall be immediately due and payable.

Buyers may remove all buildings on the property except the house located on the property.

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

Estate of Martha G. McKeehan no vitamora show 10 and 1/ sol Micking and a second ŪÜ

2 placed on said property shall be removed or destroyed before the entire purchase price has been mind and STATE OF OREGON send propond and the companies of the post of the tettora bipa 2,1984 County, of and the policy or policies of meanance to be held by vendee with notice to vende and centered by and sevenents, the same subject to interest charges, all taxes, assessments, liens and interest and centers and centers, and centers Personally appeared the above named Pfeiff

and acknowledged the foregoing instrument of each over instrument to the state of t a remove any finner on the common without writton concent of vondor. Vendee chall be entitled to the postession it paid September 19, 1984.

mm Before me: ___

the state of the state and expense in taxes of ventes and antibution from the state of the state Claw tobacc tyeixa devocatoriw anomatilitation the in My commission respires 11-2-86.

Until a change is requested, all tax statements shall be sent to the following name and address:

Mr. and Mrs. Gerald Pfeiff 7529 Hilyard Avenue Klamath Falls OR 97603 Klamath First federal Second Standard

Wm. M. Ganong-Attorney

Klamath Falls, OR 97601

P. O. Box 57

Vol. MS4 4086_

19049

wind: vendee assumes, and will place said deed

coeffect with one of these extrements in escrow at the

EXHIBIT "A"

DESCRIPTION

19046

A parcel of land situated in Lot 7 of Section 6, Township 39 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, and being more particularly described as follows:

Beginning at a point on the north right of way line of Hilyard Avenue, said point being N.00°15'45"W., 30.00 feet and S.89°59'00"E., 68.00 feet from the southwest corner of said Section 6; thence S.89°59'00"E., 132.00 feet along a line parallel with and 30.0 feet distant from the south line of said Lot 7 of Section 6; thence N.00°15'45"W., 400.63 feet parallel with the west line of said Lot 7; thence N.88°36'25"W., 95.15 feet to a 5/8" iron rod; thence N.00°15'45"W., 228.00 feet parallel with the west line of said Lot 7, to a point on the southerly right of way line of the Enterprise Irrigation District Canal; thence N88°36'25"W., 2.00 feet to an angle point in said right of way; thence N.75° 36'24"W., 106.35 feet along said right of way to its intersection with the west line of said Lot 7; thence S.00°15'45"E., 450.37 feet along said west line to a point that is N.00°15'45"W., 237.00 feet from the southwest corner of said Section 6; thence S.89°59'00" E., 68.00 feet parallel with the south line of said Lot 7; thence S.00°15'45"E., 207.00 feet parallel with the west line of said Lot 7 to the point of beginning, with said parcel containing 2.105 acres; RESERVING therefrom a non-exclusive easement for ingress and egress 20 feet in width and approximately 401 feet in length along the easterly boundary of the above described property between Hilyard Avenue and property now owned by the Grantor; SUBJECT TO the following exceptions:

1. Reservations, restrictions, regulations, easements

and rights of way of record and those apparent on the

Real property taxes, levies and assessments for 1984-85 which are now a lien but are not yet payable; 3.

The AS IS condition of the above described property and the improvements located thereon; and

The following statement required by law:

2.

"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 depart-

STATE OF OREGON,) County of Klamath) Filed for record at request of

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recorded in Vol. M84	lock P M. and du
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EVELYN BIEHN	County Clerk
Fee 12.00	Deputy
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