

This Agreement, made and entered into this 19th day of September, 1984, by and between Lydia V. McKeehan as Personal Representative of the Estate of MARTHA GERTRUDE McKEEHAN hereinafter called the vendor, and

GERALD R. PFEIFF and GERALDINE K. PFEIFF 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:

See the description attached hereto and incorporated herein by this reference.

at and for a price of \$ 30,000.00 , payable as follows, to-wit:
\$5,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 25,000.00 with interest at the rate of 9.0 % per annum from September 19, 1984, payable in installments of not less than \$ 250.00 per month inclusive of interest, the first installment to be paid on the 20th day of October 1984, and a further installment on the 20th day of every month thereafter until the full balance and interest are paid.

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

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 First Federal Savings and Loan Association, 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 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 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 as of this date of all incumbrances whatsoever, except

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Klamath First Federal Savings and Loan

at Klamath Falls, Oregon

24 NOV 7 PM 3 31

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B.000

GERALD E. TUNNEY and GERARDINE K. PFEIFFER

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.

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.

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.

In the event the within described property, or any 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

by Lidia V. McKeen
Personal Representative

STATE OF OREGON

Klamath

County, of ~~California~~

Personally appeared the above named
Pfeiff

Lydia V. McKeehan, Gerald R. Pfeiff and Geraldine

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

Before me:

Notary Public for Oregon

My commission expires: 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
From the office of
GANONG & SISEMORE

Wm. M. Ganong-Attorney
P. O. Box 57
Klamath Falls, OR 97601

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 N.88°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 land;
2. 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
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."

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

on this 8th day of Nov. A.D. 19 84
at 3:31 o'clock P M, and duly
recorded in Vol. M84 of Deeds
Page 19044

EVELYN BIEHN, County Clerk

By [Signature] Deputy

Fee 12.00 Index: \$1.00