

Return-MTC  
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This Agreement, made and entered into this 9th

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day of November, 1984 by and between

HARRIETT S. BOWMER, also known as HARRIET S. BOWMER  
hereinafter called the vendor, and

WILLIAM E. WALTON and BRENDA SEE  
hereinafter called the vendee.

WITNESSETH

Vendor agrees to sell to the vendeeS and the vendeeS agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lot 1 Block 1 of FIRST ADDITION TO MOYINA,  
Klamath County, Oregon

at and for a price of \$ 48,000.00

, payable as follows, to-wit:

\$ 2,000.00

at the time of the execution

of this agreement, the receipt of which is hereby acknowledged; \$ 46,000.00 with interest at the rate of 10½ %  
per annum from November 15, 1984 payable in installments of not less than \$ 508.58 per  
month, inclusive of interest, the first installment to be paid on the 15th day of December  
1984 and a further installment on the 15th day of every month thereafter. ~~THE ENTIRE BALANCE SHALL BE PAID~~  
The entire balance, both principal and interest, to be paid on or before  
the 15th day of November, 1989.

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 Mountain Title Company, 407 Main Street,

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 ins. value with loss payable to the parties as their respective interests may appear, said  
policy or policies of insurance to be held Vendor copy of Vendee's 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 as of November 15, 1984.

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 be entitled to  
the possession of said property as of November 15, 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 as set forth  
in said Warranty Deed.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Mountain Title Company, 407 Main  
Street

at Klamath Falls, Oregon, and shall enter into written escrow  
instruction in form satisfactory to said escrow holder, instructing said escrow 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.

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Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event 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 this 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 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 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 this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions 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.

It shall at all times be the obligation of the Vendee to pay the ad valorem taxes due hereunder. Said taxes are currently being paid by the first mortgage holder. Vendor shall present Vendee proof of the payment of taxes and allow Vendees fifteen (15) days to pay the same. Vendee's failure to pay said taxes upon fifteen (15) days notice shall constitute a default under this Agreement.

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 Departments to verify approved use.

It is understood and agreed by the parties hereto that there is a certain Trust Deed upon the above-described property, including the terms and conditions thereof, dated November 9, 1972, recorded November 13, 1972 in Volume M72, page 13122, Microfilm Records of Klamath County, Oregon, wherein Edwin S. Bowmer and Harriett S. Bowmer, are Grantors, William Ganong is Trustee and First Federal Savings & Loan Association of Klamath Falls, Oregon is Beneficiary, which Trust Deed shall be the sole obligation of Vendor herein and Vendor shall hold Vendees harmless thereon.

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

*William S. Chaffin*

*Brenda Lee*

*Harriett S. Bowmer*

**BRANDSNESS & HUFFMAN, P.C.**

411 Pine Street

Klamath Falls, Oregon 97601

Telephone: (503) 882-6616

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STATE OF OREGON )  
 ) ss. November 16, 1984.  
 County of Klamath )

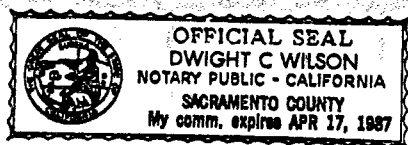
Personally appeared the above-named HARRIETT S. BOWMER, also known as HARRIET S. BOWMER, and acknowledged the foregoing instrument to be her voluntary act. Before me:



Kristi L. Redd  
 Notary Public for Oregon  
 My Commission expires: 11/16/87

STATE OF CALIFORNIA )  
 ) ss. November 13th, 1984.  
 County of Sacramento )

Personally appeared the above-named WILLIAM E. WALTON and BRENDA SEE and acknowledged the foregoing instrument to be their voluntary act. Before me:



Dwight C. Wilson  
 Notary Public for California  
 My Commission expires: April 17-1987

2025 Exp. Date 04/17/87, S.A. Sacramento, CA 95822

*Ret: mtc*

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

on this 19th day of November A.D. 19 84  
 at 11:01 o'clock A M, and duly  
 recorded in Vol. M84 of Deeds  
 Page 194<sup>57</sup>

**EVELYN BIEHN**, County Clerk

By Pam Smith Deputy

Fee 12.00