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This Agreement made and entered into this 12th day of December, 1984, by and between
WILLIAM E. BAKER,
hereinafter called the vendor, and
DANIEL T. BRIGGS and CHESTER SULLIVAN,
hereinafter called the vendee.

WITNESSETH that the vendor doth hereby sell unto the vendee, and the vendee doth hereby buy from the vendor, all of the following described property situated in Klamath County, State of Oregon, to-wit: The North one-half of Lot 11, Block 7, of PIPASANT VIEW TRACTS, according to the official plat thereof on file in the Clerk's office of Klamath County, Oregon. SUBJECT TO: Liens, reservations and restrictions of the Enterprise Irrigation District and reservations, restrictions, liens, easements, and rights of way of record and those apparent on the land.

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 \$20,000.00

of this agreement, the receipt of which is hereby acknowledged: \$500.00 at the time of the execution of this agreement, and \$19,500.00 with interest at the rate of 10.0 % per annum from December 12, 1984, payable in installments of not less than \$260.00 per month, the first installment to be paid on the 10th day of January 1985, and a further installment on the 10th day of every month thereafter until the full balance and interest are paid; provided, however, that beginning with the installment due on the 1st day of January, 1989, the monthly installment shall be reduced to \$160.00 per month.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at 4834 Barry Place, Klamath Falls OR 97603.

Oregon; to keep said property 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 a 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, and Vendee shall keep the same in force and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatever nature and kind.

and agrees not to suffer or permit any part of said property to become subject to any lien, 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 upon the execution of this Agreement.

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 of all incumbrances whatsoever, except that certain Contract wherein Raymond and Rose Buiden are Vendors and William E. Baker is Vendee, dated June 1, 1981, and which Vendor will pay and perform and hold Vendee harmless from

which vendee assumes, and will place said deed together with one of these agreements in escrow at the

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and when the written instrument is satisfactory to the parties, the parties shall execute and deliver the same, 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 in case of default by vendee, the 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, 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 specific enforcement of this agreement or 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 return to Vendor without any declaration of forfeiture or act of reversion, and without any other act by vendor to be performed and without any right of vendee or redemption 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 principal 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 the costs which shall include the reasonable cost of title report and title block and such such as the title block and of appeal, and in the event of appeal, the party who prevails shall be allowed the prevailing party in such suit or action and to appeal from 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, or 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

William E. Baker
William E. Baker

Daniel T. Briggs
Daniel T. Briggs

Chester Sullivan
Chester Sullivan

STATE OF OREGON
County of Klamath

Personally appeared the above named
and *Chester Sullivan*

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

Before me, *Edith M. Lemmon*
Notary Public for Oregon

Dated this 19th day of December, 1984.

Daniel T. Briggs
2420 Applegate
Klamath Falls OR 97603

From the office of
Vicki M. Gahong-Atorney
P.O. Box 57
Klamath Falls, OR 97603

STATE OF OREGON: COUNTY OF KLAMATH: ss
I hereby certify that the within instrument was received and filed for
record on the 19th day of December A.D., 1984 at 10:05 o'clock A.M.
and duly recorded in Vol. M84, of Deeds on page 21101.

EVELYN BIEHN, COUNTY CLERK
by: *Edith M. Lemmon*, Deputy