Vol. M85 Page

This Agreement, made and entered into this

16 June day of

Administration of the following the state of the state of

A. L. BERGSTROM and VIVIAN C. BERGSTROM, husband and wife,

hereinafter called the vendor, and

YIDEROCCER to the temper your replied ALVIS CLAYTON SMITH and SHARON LEE SMITH, husband and wife,

hereinafter called the vendee.

the control of the strict of the population of them pendently and specific the strict term and

shall be hearly only of the HTBESANTIWes conditions of the detections, time of payments and 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. That part of Lots 1 and 2, Block 5 ALTAMONT ACRES, described as follows, to wit.

Beginning at a point on the North line of Lot 1 Block 5 ALTAMONT ACRES, 85 feet West of the Northeast corner of said Lot; thence Westerly along the North line of said Lot 1, a distance of 85 feet, more or less, to the Northwest corner of tract conveyed by C. L. Campbell, et ux, to Albert E. Roome, et ux, by deed recorded June 12, 1926, in Deed Book 71 at page 635; thence South along the Easterly line of said Roome tract to its intersection with the Easterly line of tract conveyed by C. L. Campbell, et ux, to H. W. Greene, et ux, by deed recorded August 13, 1926, in Deed Book 73 at page 220; thence Southerly along the Easterly line of said Greene Tract to the South line of Lot 2 Block 5 ALTAMONT ACRES: thence East along the South line of said Lot 2 Block 5 ALTAMONT ACRES, to the Southeast corner of tract conveyed by C. L. Campbell, et ux, to Albert E. Roome, et ux, recorded June 12, 1926, in Deed Book 71 at page 635; thence North along the West line of said Roome tract to the point of beginning. The promotes to provide a the deposition count should adjudge reasonable as plaintiffs about the opposition of the provided the provided the provided the provided the provided to the provided the pro

at and for a price of \$ 9,750.00 , payable as follows, to-wit:

Here is a price of \$ 9,750.00 , payable as follows, to-wit:

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of this agreement, the receipt of which is hereby acknowledged; \$ 3,250.00 with interest at the rate of 7-3/4 % per annum from July 1, 1969 payable in installments of not less than \$ 95.00 per month , in clusive of interest, the first installment to be paid on the 1st day of August 19.69 and a full hear installment on the valst and every month of all the reulter funtil the full before and interest one poid. Buyers shall have the right at any time to prepay any part or all of the balance due hereunder, without penalty of interest. In the event Buyers shall prepay part of said balance, they shall be excused from the regular payments due hereunder to the extent of such prepayments. giranaa ittiist aasti

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Vendee to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the First Federal Savings and Loan Association,

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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 vendor, copy to vendee 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 (PLEASE SEE REVERSE SIDE HEREOF FOR PROVISIONAL PARAGRAPH

FOR PAYMENT OF TAXES, INSURANCE, IRRIGATION AND SEWER CHARGES) Taxes to be prorated as and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, hens, charges or incumbrances whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to July 1, 1969

in an of the parties the day and year too become written.

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 none

Branch Control of the Control which vendee assumes, and will place said deed and a Purchaser's Policy of Title Insurance in the sum of \$9,750.00 covering said real property

together with one of these agreements in escrow at the First Federal Savings and Loan Association, . WM. P. ERANDSHESS 540 Main Street

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at Klamath Falls, Oregon, and shall enter into written rescrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendoe shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrew holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender

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77 2 SEECETEON and VIVIAN C. FURGETEON, bushwad and wife bnp rebnew out believ reducted.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary Assessment collect the ventee.

In the event vendes shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and revenue stamps from final payments made hereunder. 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 especifically enforce the terms of this garagement by suit in acutture. any of such cases, except exercise of the right to specifically enforce this agreement by sult 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 terest hereby created or then existing in tayor or yendee derived under unis agreement snatt unerly cease and destinate, and the premises aforesaid shall revert and revest in vendor without any declaration of forfeiture or act of reentry, and without any the premises aforesaid shall revert and revest in vendor without any declaration or compensation for money paid or for the premises aforesaid shall revert and revest in vendor without any aecidration or compensation for money paid or for 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 projecting 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 sult 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 to pay reasonable cost of title report and title search and such sum as the little court may adjudge reasonable as another to pay reasonable cost of title report and title search and such sum as the little court may adjudge to decree of such trial court, 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

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 prosuch appeal. vision 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 in constaining this contact, it is understood that values and, he must the poison, that it is contact, at it is contact, 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 increate the benefit of, as the circumstances may require; the parties hereto and their to corporations and to individuals. respective. heifs, executors, administrators, and assigns, the destruction of the second of the seco

*NOTE: It is understood and agreed by the parties hereto that it shall be the Purchasers' obligation under the terms of this contract to pay the sewer charges on the property described herein, in addition to the monthly payments hereinabove set out.

It is further understood and agreed by the parties hereto that it shall be the Sellers' obligation under the terms of this contract to pay the taxes, fire insurance, and irrigation charges on the property described herein, and upon presentation of receipts to the escrow holder herein for the amounts so paid, the same shall be added back to the principal balance due

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and some start and and execute in trace of vendes sood and sufficient warranty doed conveying a The street was an acceptance and execute a contained as a contained on the statement of the street and contained as the contained as a contai

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

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3426 Hilyard Klamath Falls OR, 97603

I hereby certify that the within instrument was received and filed for A.D., 19 85 at 3:47 or Deeds 1LAS 00 PK STATE OF OREGON:

on page_ record on the 4th day of April and duly recorded in Vol M85 EVELYN BIEHN, COUNTY CLERK record on the 4th by: IAm Smith Deputy

9.00 Fee: