

This Agreement, made and entered into this

16 day of June

19 69 by and between

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

hereinafter called the vendor, and

ALVIS CLAYTON SMITH and SHARON LEE SMITH, husband and wife,

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: 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.

at and for a price of \$ 9,750.00

payable as follows, to-wit:

\$1,500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 8,250.00 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, inclusive of interest, the first installment to be paid on the 1st day of August 19 69 and a further installment on the 1st day of every month thereafter until the full balance and interest are paid. 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.

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 First Federal Savings and Loan Association, 540 Main Street 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 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 of July 1, 1969 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 the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property July 1, 1969

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

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,

540 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 reversion 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 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.

***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 hereunder.

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

WM. P. BRANDSNESS
ATTORNEY AT LAW
276 MAIN STREET
KLAMATH FALLS, OREGON 97601

Return To: Sharon L. Smith
3426 Hillyard
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 4th day of April A.D., 1985 at 3:47 o'clock A.M. and duly recorded in Vol. M85, of Deeds on page 4921.

EVELYN BIEHN, COUNTY CLERK
by: Pam Smith, Deputy

Fee: \$ 9.00