

This Agreement, made and entered into this 3d day of

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June 19 85 by and between

FRED A. ZUMBRUN, hereinafter called the vendor, and

JACK L. SIMINGTON and ERLINE G. SIMINGTON, husband and wife,
hereinafter called the vendee.

WITNESSETH

Vender 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:

Starting at the quarter corner in the center of Section 12, Township 34 S., R. 7½ E.W.M. in Oregon; thence North 14.20 chains to the center of Crooked Creek; thence following down the center line of said stream in a Southeasterly direction to a point approximately in the center of the SW¼; thence East 2.00 chains; to the center line of The Dalles California Highway; thence in a Southeasterly direction 2.00 chains along said center line of said highway; thence West 4.50 chains to the center line of Crooked Creek; thence in a Southerly direction following the center line of said stream to a point on the East and West quarter line of said Section 12; thence West 6.25 chains to point of beginning, being a tract of land containing 10.08 acres, more or less.

SUBJECT TO: Reservations in Land Status Report recorded October 31, 1958 in Vol. 305 of Deed Records of Klamath County, Oregon, at page 535: Easements and rights of way of record and those apparent on the land, if any;

at and for a price of \$ 25,000.00

payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 5,000.00 at the time of the execution
per annum from June 5, 1985 20,000.00 with interest at the rate of 9 %
month inclusive of interest, the first installment to be paid on the 5th day of July
19 85 and a further installment on the 5th day of every month thereafter until the full balance and interest
are paid.

No prepayments will be accepted on this contract. In the event that the vendee wishes to prepay, the sales price and unpaid balances shall be figured as follows: Original sales price \$42,000., down payment \$5,000., balance \$37,000., payable \$200.00 per month, no interest.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~XXXXXX~~
~~XXXXXX~~ at the U. S. National Bank, Shasta Way Branch,

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, copy 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 June 5, 1985.

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 those above set forth,

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the U. S. National Bank, Shasta Way Branch

at Klamath Falls, Oregon

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder to deliver said instruments to vendee, but that in case of default by vendee said 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, 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 the 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 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 his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an 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, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

NOTE: 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.

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

Fred A. Zumbrun

Jack L. Simington
Erlene G. Simington

STATE OF OREGON

County of Jackson

ss.

June 4, 1985

Personally appeared the above named Fred A. Zumbrun

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

Before me: Cecelia E. Rayburn
Notary Public for Oregon

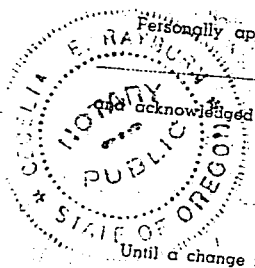
My commission expires: Nov. 15, 1987

Until a change is requested, all tax statements shall be sent to the following name and address:
Jack and Erlene G. Simington, Star Rt., Box 141, Chiloquin, Oregon 97624

I certify that the within instrument was received for record on the _____ day of _____ 19____ at _____ o'clock _____ m and recorded in book _____ on page _____ Record of Deeds of said County.

Witness My Hand and Seal of County Affixed.

By _____ County Clerk - Recorder
Deputy



Ret to L

From the office of
WILLIAM L. SISEMORE
Attorney at Law
First Federal Bldg.
540 Main Street
Klamath Falls, Ore.

8366

STATE OF OREGON,

County of Klamath

} ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 3rd day of June, 19 85,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named JACK L. SIMINGTON and ERLINE G. SIMINGTON, husband and wife,

known to me to be the identical individuals described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

[Signature]
Notary Public for Oregon.

My Commission expires 9-25-88

STATE OF OREGON,)
County of Klamath)

Filed for record at request of

on this 5th day of June A.D. 19 85
at 4:15 o'clock P M, and duly
recorded in Vol. M35 of Deeds

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EVELYN BIEHN, County Clerk

By *[Signature]* Deputy

Fee \$13.00