

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

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 re-vest 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.

Vendees shall not assign, transfer, sell or otherwise encumber or alienate any of their interest in the above described real property or this agreement without first obtaining the written consent of the Vendors. Vendors said consent may condition an adjustment of the interest rate and/or amount of payment, or upon any other conditions which Vendors may provide.

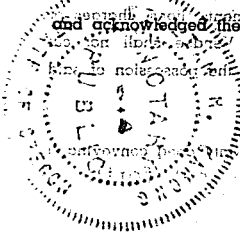
Witness the hands of the parties the day and year first herein written.

*John W. Caldwell*  
John W. Caldwell  
*Myrtle E. Caldwell*  
Myrtle E. Caldwell  
*David Robert Adams*  
David Robert Adams  
*Rhonda Sue Adams*  
Rhonda Sue Adams

STATE OF OREGON  
County of, Klamath  
July 25<sup>th</sup> 1985

Personally appeared the above named John W. Caldwell, Myrtle E. Caldwell, David Robert Adams, and Rhonda Sue Adams

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



Before me: *[Signature]*  
Notary Public for Oregon  
My commission expires 11-2-86

Until a change is requested, all tax statements shall be sent to the following name and address:

Mr. & Mrs. David Robert Adams  
6255 Highway 39  
Klamath Falls, Oregon 97603

From the office of  
*Ret.*  
Wm. M. Ganong-Attorney  
P. O. Box 57  
Klamath Falls, OR 97601

A parcel of land situated in the NW $\frac{1}{4}$ NW $\frac{1}{4}$  of Section 19, T39S, R10EW, Klamath County, Oregon, being a portion of that tract of land as described in Book of Mortgages M73-10124, Klamath County records, said parcel being more particularly described as follows:

Beginning at a  $\frac{1}{4}$ -inch re-bar situated S89°36'56"E (East by Deed Volume M81-12429, of the Klamath County deed records) 465.6 feet and S00°36'45"W 211.4 feet (South 216.6 feet by said D.V. M81-12429), said  $\frac{1}{4}$ -inch re-bar being on the easterly line of that tract of land described in D.V. M78-1335 of said deed records; thence, Easterly and Southerly along the northerly and easterly line of said D.V. M81-12429, 273.2 feet and 97.51 feet (East and South by said M81-12429) to the northerly right of way line of the U.S.B.R. Dixon Drain; thence Northeasterly along said right of way line to a  $\frac{5}{8}$ -inch iron pin on the southerly line of D.V. M83-20076 of said deed records; thence, along the said southerly line, N89°36'56"W 191.88 feet, N00°23'04"E 50.00 feet and N89°36'56"W 446.17 feet to a  $\frac{5}{8}$ -inch iron pin on the easterly line of said D.V. M78-1335; thence S00°36'45"W 161.4 feet to the point of beginning, containing 2.1 acres, more or less, with bearings based on survey No. 2026 as recorded in the office of the Klamath County Surveyor.

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of \_\_\_\_\_ the 26th day  
of July A.D., 19 85 at 9:42 o'clock A M., and duly recorded in Vol. M85,  
of \_\_\_\_\_ Deeds on Page 11776.

FEE \$13.00

Evelyn Biehn,  
By \_\_\_\_\_

County Clerk

*Phyllis Ann D.*