

59064

三

ATE 9-31875

Vol 1488 Page 3510

This Agreement, made and entered into this 28th day of January, A.D., 1988, by and between
SUSAN M. KERBER, Personal Representative of the Estate of LELAND LINCOLN TRAPP,
deceased,
hereinafter called the vendor, and

RICHARD D. MIRANDA and **DEBBIE MIRANDA**, husband and wife, of and from and by name in full
hereinafter called the vendor, do hereby agree to sell to **WITNESSETH** and the vendee, husband and wife, of and from and by name in full
hereinafter called the vendee, according to the terms set forth in this instrument, all of the following described property situated in Klamath County, State of Oregon, to-wit: Lot 187, Third Addition to Sportsman Park, in the County of Klamath, State of Oregon.

SUBJECT TO: Rules and regulations of Fire Patrol District; Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Third Addition to Sportsman Park; Agreement for control of water level of lake, recorded February 15, 1924 in Book 63 at page 459, Deed Records of Klamath County, Oregon; Agreement, including the terms and provisions thereof, regarding well and water pipe easement, recorded August 29, 1966, in Book M66 at page 8661, Records of Klamath County, Oregon; Conditions and Restrictions in Deed recorded September 10, 1971 in Book M71 at page 9660, Records of Klamath County, Oregon; Easements and rights of way of record and those apparent on the land, if any; and to 1983-84, 1984-85, 1985-86, 1986-87 and 1987-88 real property taxes, which vendee's hereby assume and agree to pay;

payable as follows, to-wit: \$2,631.29 by assumption

per annum from January 28, 1988, \$15,000.00 with interest at the rate of 8% payable as follows: \$100.00 on the 28th day of each November, December, January, February, March and April of each year; and \$200.00 on the 28th day of each May, June, July, August, September and October of each year. Payments are inclusive of interest and will commence on February 28, 1988.

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 Aspen Title & Escrow, Inc., 600 Main Street.

Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now 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 pre-^{existing} 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 immediately.

Vendor will, on the execution hereof make and execute, in favor of vendor good and sufficient, warrantee deed conveying a fee simple title to said property to John C. and Mary E. H. [illegible], his wife.

and the same time, the author has been able to make a number of observations.

Journal of Health Politics, Policy and Law, Vol. 35, No. 4, December 2010
DOI 10.1215/03616878-35-4 © 2010 by The University of Chicago

together with the other members of the party who were present at the meeting.

is written in
SHORE BIRCH MALLARD
with red pen
child's handwriting
and is very
good and very
old and
at Klamath Falls, Oregon

OINC

SUCH A P/N

WISCONSIN

3211

4053

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, shall utterly cease and determine, and interest hereby created or then existing in favor of vendee, derived under this agreement, shall no longer be maintained, the premises aforesaid shall revert and 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, notwithstanding any waiver by vendor of such breach of any provision hereof 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 will not allow use of the property described in this instrument in violation of applicable land use laws and regulations. Before signing or accepting this instrument, the persons acquiring fee title to the property 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,

Susan M. Kerber

Susan M. Kerber, Personal Representative of the Estate of Leland Lincoln Thrapp

Richard D. Miranda

Debbie Miranda

Follows to the WASHINGTON State Notary Public an instrument in which he has signed his name and date of signature
STATE OF OREGON, the Notary Public, to witness the above instrument, dated February 19, 1988,
on this 19th day of February, 1988, before me,
County of Thurston, State of Oregon, Notary Public, do hereby certify that the above instrument was executed in the presence of the undersigned, and
Personally appeared the above named Susan M. Kerber, who is known by me to be the personal representative of the estate of Leland Lincoln Thrapp, and
acknowledged the foregoing instrument to be her act and deed, as Personal Representative.

Commission expires DEC 31 1989
Until change is requested, all tax statements shall be sent to the following name and address:
Richard D. and Debbie Miranda, HC 34, Box 31, Klamath Falls, OR 97601

Notary Public for Oregon Washington
My commission expires: Dec 31st 1989

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

State of Oregon, County of _____
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

3212

STATE OF OREGON,

County of Klamath

ss.

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

BE IT REMEMBERED, That on this 28th day of January, 19 88, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named RICHARD D. MIRANDA and DEBBIE MARANDA, 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.

Sandra Handsaker

Notary Public for Oregon.

My Commission expires 7-23-89



Rec'd. At & C

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow, Inc. the 7th day
of March A.D. 19 88 at 3:26 o'clock P.M., and duly recorded in Vol. M88,
of Deeds on Page 3210.

Evelyn Biehn, County Clerk
By *Pam Smith*

FEE \$15.00