

This Agreement, made and entered into this 5th day of May, 1988 by and between  
SANDRA J. CONNER, formerly Sandra J. Walker  
hereinafter called the vendor, and

CARLA M. GUNN  
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:

Lot 3, Block 62, LAKEVIEW ADDITION TO THE CITY OF KLAMATH FALLS, in the  
County of Klamath, State of Oregon.

at and for a price of \$ 35,000.00

, payable as follows, to-wit:

\$ 5,000.00 at the time of the execution  
of this agreement, the receipt of which is hereby acknowledged; \$ 30,000.00 payable as follows: \$21,626.80  
by assumption of the unpaid balance of the contract of sale from Charlene Harrison to  
Sandra J. Walker, now Sandra J. Conner, to be paid \$273.25 plus collection fee of \$3.50  
through Aspen Title & Escrow, Inc. beginning May 1, 1988, until May 1, 1989, when Vendee  
shall begin making payments direct to Western Bank; \$8,373.20 plus interest at 9% per  
annum from May 1, 1988, payable May 1, 1989, or upon the sale of the property by  
the Vendee.

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.

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 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 at Klamath Falls.

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

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

contract of sale dated April 30, 1979, and recorded April 30, 1979, Book M79,  
page 9758, wherein Charlene Harrison is vendor and Dwain O. Walker and Sandra  
J. Walker are vendees. The vendee's interest was awarded to Sandra J. Walker  
by Decree of Dissolution of Marriage, Case No. 82-1154, entered December 30, 1982.  
which vendee assumes, and will place said deed, assignment of contract and Amended Escrow Instructions  
together with one of these agreements in escrow at the Aspen Title & Escrow, Inc.

at Klamath Falls, Oregon

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 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 redemption 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.

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 PERSON 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.

*Sandra J. Conner*

*Carla M. Gunn*

STATE OF OREGON

County of Klamath

ss.

May 5

19 88

Personally appeared the above named

Sandra J. Conner and Carla M. Gunn

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

Before me:

*Carol Johnson*  
Notary Public for Oregon

My commission expires:

1-15-90.

When a change is requested, all tax statements shall be sent to the following name and address:  
Carla M. Gunn, 2126 Ohio, Klamath Falls, OR 97601

State of Oregon, County of Klamath

I certify that the within instrument was received for record on the 6th day of May 19 88 at 11:30 clock A m and recorded in book M88 on page 7180 Record of Deeds of said County.

Witness My Hand and Seal of County Affixed.

*Evelyn Biehn* County Clerk

*Bernetha Heloch* Deputy

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

*Return to Aspen*

Fee 15.00