

This Agreement was made and entered into this 10th day of August, 1988 by and between Gerald A. Rainwater and Donna M. Rainwater and Gladys V. Shelton and George W. Shelton hereinafter called the vendor, and Gladys V. Shelton and George W. Shelton hereinafter called the vendee.

[illegible]

Beginning at a point 37 feet Southerly along Westerly boundary of Stukel Street from the Northeasterly corner of Lot 58 of Block 18, of Industrial Addition to the City of Klamath Falls, Oregon, being the corner of Stukel and Martin Streets, thence Westerly at right angles to Stukel Street, 70 feet; thence Southerly and parallel with Stukel Street, 70 feet; thence Easterly parallel with Martin Street 70 feet to the West line of Stukel Street; thence Northerly along the Westerly line of Stukel Street, 40 feet to the point of beginning, being a part of Lots 56, 57, 58 of said Block 18 of Industrial Addition to Klamath Falls, Oregon.

THIS CONTRACT CANCELS AND REPLACES THE CONTRACT OF SALE RECORDED IN VOL. M88, PAGE 12891, DEED RECORDS, Klamath County, Oregon, WHICH CONTRACT CONTAINED ERRORS IN THE LEGAL DESCRIPTION AND INCORRECT DESIGNATION OF PARTIES.

and for a price of \$ 21,000.00, payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged, \$ 5,000.00 at the time of the execution of this instrument.

an annuity from August 10, 1988, \$ 16,000.00 with interest at the rate of 10 % per annum from August 10, 1988, payable in installments of not less than \$ 230.00 per month, inclusive of interest, the first installment to be paid on the 15th day of September, 1988, and a further installment on the 15th day of every month thereafter until the full balance and interest are paid, or until August 10, 1998, whichever comes first when the full balance becomes due and payable.

Vendor agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the U. S. National Bank 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, that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances whatsoever nature and kind. Vendee shall provide homeowners liability insurance naming vendors as insured parties. 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 simple title to said property free and clear as of this date of all incumbrances whatsoever, except the 1988-89 real property taxes which are a lien but not yet payable.

5-1-89 12:15 PM in and recorded in book 88M

10 88 12:15 PM in and recorded in book 88M

Record of Deeds of said County

ch vendee assumes, and will place said deed

Witness My hand and seal of County of Clatsop

other with one of these agreements in record at the U. S. National Bank

County Clerk - Recorder

at Klamath Falls, Oregon.

Form: N.T.C. Fee \$13.00

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

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.

Donna M. Rainwater
Gladys Y. Shelton
George Y. Shelton

STATE OF OREGON
County of Klamath
Personally appeared the above named Donna M. Rainwater, Gladys Y. Shelton, and George Y. Shelton and acknowledged the foregoing instrument to be their act and deed.

Notary Public for Oregon
My commission expires: 3-2-92

Until a change is requested, all tax statements shall be sent to the following name and address:
William L. Sisemore
Attorney at Law
First Federal Bldg.
540 Main Street
Klamath Falls, Ore.

I certify that the within instrument was received for record on the 1st day of Sept. 19 88 at 4:15 o'clock P.m and recorded in book M88 on page 14309 Record of Deeds of said County.

From the office of
WILLIAM L. SISEMORE
Attorney at Law
First Federal Bldg.
540 Main Street
Klamath Falls, Ore.
Return: M.T.C.
Fee \$13.00
Witness My Hand and Seal of County Affixed.
Evelyn Biehn
County Clerk - Recorder
Deputy
Pauline Mullendore