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18863. to and when every the set of the Vol. mrs Page This Agreement, made and entered into this 28th and day of a Ctober 19 88 by and between LOUISE File BORTONLine ashrav ve turbas to sense at their ted sectors of character bine crister lists restor values hereinafter called the vendor, and domand, gamentar hice ministering primate

JOHN W.¹⁵KRAPF.von der des et des town one deression deression er any of them printernally and when the two and the second and the second se in bus above bus restrictions and another and an another of the spectra of the sectors of the sectors will estimate of the sectors of the sec The Vender of Sagrees what to sell to the svendeet shand the vendee sagrees so to buy from the vendor shall of the following described property situate in Klamath County. State of Oregon, to with some of the sector posted rests

the standat about the start areas and toward without any designation of factotics or and a rearry, and wells a cay. Lots 4, 5, 6, 9 and the N-1/2 of Lot 8, Block 22, CHELSEA ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon's charless as chore and

consistent to same is necessary take part to a man or the pub-SUBJECT TO: Taxes for 1988-89, which are now a lien but not yet payable; Regulations, including levies, liens and utility assessments of the City of Klamath Falls; Conditions, Restrictions as shown on the recorded plat of Chelsea Addition to the City of Klamath Falls; Preliminary assessment for Sever lien in A the approximate amount of \$2,999.10, per City of Klamath Falls, which assessment vendee assumes and agrees to pay; Easements and rights of way of record and the those apparent on the land, if any;

Funder failues approve that failure by reader on any time is require performance by vender of any provision hereof shall in no way allost to works mith becauded to entited the same, but shall any warver by vendor of outy provision marks be teld to be a wares as any an orabin breach of any such provision, or as a waiver of the provision freeh.

In constrainty tills controle it is understood for the vandee may be more then one person that if the context so requires the chapter property of all be meet to meets and include the plane, the massifice, the technine, and the notion, and that generative all communications countries and the provisional harder the provisional harder of a and for a price of \$ 1.6.000.00. 00.000. and for a follows, to-wit:

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at and for a price of \$ 16,000.00

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\$ 1,500.00 of this agreement, the receipt of which is thereby acknowledged, \$14,500.00 with interest at the time of the execution per annum from November 12, 1998 avec 920 provable in installments of not less than \$ 170.93 1983 and a further metallment on the Sth day of every month thereafter until metallines who who was xmaxik Occupier 10, 1998, when the entire balance, principal and interest, is due and payable. PROVIDED, HOWEVER, a balloon payment of \$1,700.00 is due and pay-able on June 15, 1989, The full unpaid balance of principal and interest shall be the and payable upon the sale or transfer of the Vendee's interest in the property vendee accepts the property in an AS IS condition.

11 or any portion of the contract balance may be prepaid without penalty. TTAIN .W KHOES

to make said payments promptly on the dates above named to the order of the vendor, XXXXA Vendee agrees Aspen Title & Escrow, Inc., her attornerserie

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 chereafter 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 My commission squares

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 as above stated, in an a second the state of a second be second

t certify that the within instrument was received for record on the day of ______ 9 clock _____ 9 clock _____ n and receided in book ______

which vendee assumes, and will place each deed

together with one of these agreements in escrow at the Aspen Title & Escrow, Inc.,

Is on the other of the other WILLIAM L. SISE MORE Attuinty at Lev First Federal Blog. Josef Main Street Elimath Falls, Ore at Klamath Falls, Oregon

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crow instruction in form satisfactory to said escrow holder, instructing said holder that when, and shall enter into written e if wendes 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.

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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: foreclose this contract by strict foreclosure in equity; (I) To (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 suff; in equity, all the right and interest hereby created or then existing in favor of yendee 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. At , BLIAT MILATER

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 loregoing rights mit but ont . 2001 10. Libble septents to safe betresser and so reach as protected. The provisions hereof, thereof, thereof, the provisio 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 walver of any succeeding breach of any such provision, or as a walver 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.

and he and so in this will now allow use of the property described in this is this instrument will now allow use laws and tremlations. Before sign NOTE : 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 or 1998, when the entire balance, principal and interest bevorgqa ROWEVER, a halloon payment of \$1,700.00 is due and pay-

Il unpaid balance of principal and interest shall, (nelliw-nleash tail, may for you jedi testing edicto shall address shall a an AS IS condition. . (Citti Vona ά.i, NIN isidi). 1939, ''th upon the ge propel - 2 Sat \$

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Create to here and property at all trace in as quod condution as the same new cas that no improvement, new or or which message in the purchase prior while here are an estroyed before the entire purchase prior NOBANO TO HATTER that acts property will be tapping while here proved by vonder that acts property will be tapping the companies approved by vonder that acts property will be tapping the companies approved by vonder there there there there there will be tapping the activity provides the parties of the first provided by vonder provides the tapping the parties of t	
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and acknowledged the foregoing instrument to behisact and deed.	

it creation and the second and the data of with high more provided Allingong bies of time mi Beide me Landra in written consists of Monde Vouder Vouder of Indente antitive his Notary Public for Oregon 36- 20----*** *** My commission expires: . -23-1

Until a change is requested, all tax statements shall be sent to the following name and address: anyward boob glapmaw institute bap boop esbay to revolt at support bans format contact without of the sub-soft Table 11. When t . hot a John Wie Krapf

Contraction of the second s	the second merel is in the last of the for the bar cart uterant him of ally since all
	State of Oregon, County of
	I certify that the within instrument was received for record on the day of 19 nt o'clock m and recorded in book on page Record of Deeds of said County.
From the office of VILLIAM L. SISEMORE Attorney at Law First Federal Bldg.	Witness My Handband Cold of the strategy and and
40 Main Street Ilamath Falls, Ore.	e. off . WOIDE 3 0.[31] - 10. gal

FORM No. 159-ACKNOWLEDGMENT BY ATTORNEY-IN-FACT.		· · · · ·		
IDAHO STATE OF CIRECON,	} ss.			
On this the 2-day	γ of	November , 19	88 personally appe	ared
who, being duly sworn (or affirmed), did s	ay thathe is the att	orney in fact for	LOUISE F. BORTO	—, ЭМ.,
that he executed the foregoing instrument	by authority of and in	hehalf of soid as		.anđ

edged said instrument to be the act and deed of said principal. of said principal; and he acknowl-ي. مرد 2 43 ·.`??

Before me:

max 7.

(Signature) Notary Public for Idaho (Title of Officer)

STATE OF OREGON: COUNTY OF KLAMATH: SS.

OTARY (Official Seal)

29-93

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My Commission-Epires:

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Filed for record at req	uest of <u>Aspen Title Co</u> .	
ofNov	A.D., 19 <u>88</u> at <u>3:52</u> o'clock <u>P.M.</u> , and duly recorded in Vol. <u>M88</u>	day
	of Deeds on Page18863	,
FEE \$18.00	Evelyn Biehn - County Clerk By <u>Occurlent muslendare</u>	
Return: A.T.C.		