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This Agreement MTC-21289P

Larry T. Snyder and Susan K. Snyder

1st day of May

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1989 by and between

hereinafter called the vendor, and Russell Dean Springer and Kathleen I. Springer, husband and wife
hereinafter called the vendee.

WITNESSETH

VenderS agree to sell to the vendeeS and the vendeeS agree to buy from the vendorS all of the
following described property situate in Klamath County, State of Oregon, to-wit:

Lot 12B, Lot 11B, EXCEPT that portion conveyed by deed recorded November 30,
1955 in Deed Book 279 at page 379, Deed Records of Klamath County, Oregon,
more particularly described as follows: Beginning at the most Easterly
corner of said Lot 11B, thence North 17 degrees 30' West along the North-
easterly boundary of said Lot 11B, a distance of 175.0 feet; thence South
72 degrees 30' West 65.0 feet; thence South 17 degrees 30' East, 179.91
feet, more or less, to the Southeastern boundary of said Lot 11B; thence
North 68 degrees 11' East 65.11 feet more or less to the point of beginning.
ALL IN LAKESHORE GARDENS, according to the official plat thereof on file
in the office of the County Clerk of Klamath County, Oregon.

Tax Account No: 3808-025DA-01000 Key #424366

SUBJECT TO: Statutory powers of Lakeshore Drainage District; reservations,
restrictions, easements and agreements of record and those apparent on the
land.

at and for a price of \$ 7,500.00

payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 3,583.00 at the time of the execution
per annum from May 1, 1989 \$ 3,917.00 with interest at the rate of 9. %
month, inclusive of interest, the first installment to be paid on the 1st day of June
19 89 and a further installment on the 1st day of every month thereafter until the full balance and interest
are paid; PROVIDED HOWEVER, if the property or any interest therein is sold, the
full balance of principal and interest shall be due and payable.

Vendee S agrees to make said payments promptly on the dates above named to the order of the vendor, or the
survivors of them, at the Mountain Title Company of Klamath County

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 lender against loss or damage by fire or other cause not
excepting x x x x x x x x x x with loss payable to the parties as their respective interests may appear and
policy or policies of insurance in its full force and effect; 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
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 those set
forth above.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Mountain Title Company of Klamath County,

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 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.

Russell Dean Springer
Russell Dean Springer
Kathleen I. Springer
Kathleen I. Springer

Larry T. Snyder
Larry T. Snyder
Susan K. Snyder
Susan K. Snyder

STATE OF OREGON

County of Klamath

May 8

1989

Personally appeared the above named Russell Dean Springer, Kathleen I. Springer,
Larry T. Snyder & Susan K. Snyder

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

Before me, Pamela Spencer

Notary Public for Oregon

My commission expires: 8-16-92

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

After recording
return to
Mountain JHE

Russell Dean Springer & Kathleen I. Springer
878 Lakeshore Dr
Klamath Falls OR 97601

State of Oregon, County of Klamath

I certify that the within instrument was received for record on the 9th day
of May 19 89 at 9:34 o'clock AM and recorded in book M89
on page 7920 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.

Witness My Hand and Seal of County Affixed.

Evelyn Biehn, County Clerk

County Clerk - Recorder

By

Debra L. Miller
Deputy

Fee \$13.00