

MITC-21388K  
This Agreement

made and entered into this 1st day of May 1989 by and between Michael T. Griffin and Kathryn G. Griffin.

hereinafter called the vendor, and Dennis L. Fiegi and Betty J. Fiegi

hereinafter called the vendee.

WITNESSETH

Vender S. agrees to sell to the vendee S. and the vendee S. agrees to buy from the vendor S. all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lot 7, Block 28, FIFTH ADDITION TO KLAMATH RIVER ACRES, according to the official plat thereon on file in the office of the County Clerk of Klamath County, Oregon

Tax Account No: 4008 006BB 02400

SUBJECT TO: Reservations contained in Plat dedication; easements and agreements of record and a contract of sale between State of Oregon by and through the Department of Veterans' Affairs as vendor and Michael T. Griffin and Kathryn G. Griffin, husband and wife, as vendees, together with a 1977 Marlette mobile home located thereon, Serial #H14370FB060479, X-141295

Tax Account No: M141295 - Key No. 56003

at and for a price of \$ 28,000.00 , payable as follows, to-wit:

\$ 1,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 27,000.00 with interest at the rate of 10 % per annum from May 1, 1989 payable in installments of not less than \$ 390.00 per 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 on the principal balance of this contract of sale shall equal the unpaid balance of the contract of sale between the State of Oregon, by and the Director of Veterans' Affairs as sellers and Michael T. Griffin and Kathryn G. Griffin as buyers, which contract vendees will assume and agree to pay.

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 ERA Nicholson & Associates, 2655 Shasta Way, Suite 1,

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; 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 May 1, 1989

deliver Vendor will execute and deliver 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 the contract of sale above described which vendees will assume and agree to pay when the balance of this contract equals the balance of the contract between vendors and State of Oregon

which vendee assumes and will pay said deed together with one of three assignments in record at the

Xat Klamath Falls, Oregon

89 MAY 15 AM 9 28

and shall enter into and deliver escrow instructions 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, or

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 re-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, 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.

Michael R. Joseph  
Harrison J. Joseph

James L. Fiegi  
Betty J. Fiegi

STATE OF OREGON  
County of Klamath

May ~~1~~ 12, 1989

County of Klamath  
Personally appeared the above named Fiegi and Betty J. Fiegi

and acknowledged the foregoing instrument to be ~~their~~ act and deed.  
 Before me, Walter J. Tucker  
 Notary Public for Oregon  
 My commission expires: 6-16-92

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

Until a change is requested, this instrument shall remain in full force and effect.

*No Change*

State of Oregon, County of Klamath

I, ERA Nicholas, certify that the within instrument was received for record on the 15th day of May 19 89 at 9:28 o'clock AM and recorded in book M89 of 8243 Record of Deeds of said County.

*after recording, return to*  
*ERA Nicholas*  
*2155 Sharon Way*  
*Medford, OR 97504*

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

Witness My Hand and Seal of County Affixed.  
velyn Biehn, County Clerk  
 County Clerk - Recorder

By D. Andrew McLeod  
Deputy