# 9868

Tebled biss uniounizat publicit worses bios of consolitions much at activities worses desired biss uniounization worses desired biss and the biss This Agreement, made and entered into this broad 5th day of a ad June and to 19 89 and between to MGuy S. Diver Mand Gail C. Diver "husband and wife Arestetian base teches libre added water hereinafter called the vendor, and dentry of construct but whereas here to

She aMartineW. as Noland instant a medi is yop to bitze tobs alcomyna and estad of int lives webaty supe of the the interaction of fail to shop any of the other forms of conditions of the apresment line of payment and hereinfilter conditions of the apresment the strength of the strength the vender shall have the following approximation of the strength the vender shall have the strength of the strength the strength the strength the strength of loterines this contered by structor sizes in county a fit for decision the full paped balance immediately due and card cardicately interest in the second of the constant structure of the constant of the terminal of the context of the constant of the constant of the context of the constant of the constant of the context of the constant of the constant of the constant of the constant of the context of the constant of the constant of the context of the constant of the constant of the context of the constant of

Vender, S cagrees visito sell to the vendee and the vendee agrees to buy from the vendor S, all of the following described property. situate in Klamath County, State of Oregon, to wit: "Lot 5" and the Northeasterly 1/2 of Lot 6; Block 12; HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, and to interthe County of Klamath; State of Oregon, the had a had betreened of a beer yed to also inorevenens hade, as ease hely, hilly and refaily as if this equement had never been made.

Should vendes, while in defenir parameters to premises to become vocant, vender may take possession of same for the pit-SUBJECT TO: Conditions, Restrictions, regulations, easements, rights of way of record and those apparent on the land.

at year of ear of ear of the months of the foreign of the enforce any of the provisions bareas. the preventing party to east at a police which is receive the other party his other party his costs which chall include the reacted of the

edeno SUBJECT TO: , Contracto of sale between Maxwell S. Hargrove as vendor, and togother Guy, S., Diver, and GailoC. Diver, vendees, which contract was recorded and the second s April 14, 1980, vol. M80, page 6981, Klamath County Records, which contract vendee doesnot assume and vendors agree to hold harmless therefrom.

not and a day and movider of a waiver of the provision inchi-THIS CONTRACT IS BEING RECORDED IN DUPLICATE, AS THE BUYER HAS SIGNED nari nateiv COPYTAND "THE SELLER' HAS SIGNED THE OTHER! THE CONBINATION OF THESE Total DOCUMENTS "ARE" TO" BE" TREATED AS' ONE " has mean of read of had mooned wheth our estimate of estimate of and the generality all assessments shall be radio, essund and trapiled to more the provisions hered apply equally to corporations and to indeciduals.

and for a price of \$ 44,000.00 , payable as follows, to-wil: nil ban otoren seiting ent entirent your secretarization off an the there is

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sticket the state and a substate and evenesation of this agreement, the receipt of which is hereby acknowledged: \$ 34,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 34,000.00 with interest at the rate of 10<sup>1</sup> yer annum from 1012 200 time 51 (1989 USI) (14 yer annum from 1012 200 time 51 (1989 USI) (14 yer annum from 1012 200 time 51 (1989 USI) (14 yer annum from 1012 200 time 51 (1989 USI) (14 yer annum from 1012 200 time 51 (1989 USI) (14 yer annum from 1012 200 time 51 (1989 USI) (14 yer annum from 1012 200 time 51 (1989 USI) (14 yer annum from 1012 200 time 51 (1989 USI) (14 yer annum from 1012 200 time 51 (1989 USI) (1989 USI) (14 yer annum from 1012 yer annum from 101 ye are poid. Putchasers haseinspected the property and accepts the property in its present condition and acknowledges that the sellers have made no warranties or representations as to the condition of the property.

 $T_{i}$ to make said payments promptly on the dates above named to the order of the vendor, or the Vendee agrees survivers of them, of 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 heldy vin by, vendees in trait that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, llens and incumbrances of whatsoever nature and kind

best bits 105 11801 ed et brentwent properti of berbelearries for 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<sup>4</sup> 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 

rescubio him since only sile and areas of least and any since on its called a second of the description and the second 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 as set forth above lo gland most lo state .

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which vendee assumes, and will place said deed

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

Deputy

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and 9869 frevendee, 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; yendee, but that in case of default by vendee, said, escrow holder shall, on demana, 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 heraisofier colled the version, 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 of then texisting in favor of yendee, derived under this careement; 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 walved his tight 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 fulle (south' and such such such as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as allomey's fees' to be' allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendes driver de biograme view of the state in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any pro-

vision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself. GEROIZ 2AH JETVEL THE 2A GEROILISHIG OF GEROICE DELTE A TAFTIOD SELFT In constraine this contract. Tit is understood, that youdor or the youdee 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

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 RECULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACOULTING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.

ce pas Turchasers havelaspected the property and accepts the property in its present condition and acknowledges that the sellers have made no warranties or

Witness the hands of the parties the day and year first herein written.

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Guy S. Diver og v Same of

State of California

OFFICIAT. NORMA J. HEDGER TARY PUBLIC - CALIFORNIA SACRAMENTO COUNTY

Comm Expires Aug. 23, 1991

County of Sacramento

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מו 'אושטשה רמיים, עדיקסה

Sec. 3.

On <u>May 26</u>, 19 89, before me, a notary public duly commissioned and sworn, personally appeared <u>Martin W.</u> proved to me on the basis of satisfactory evidence) to be the person (%) whose name (%) is subscribed to this instrument, and acknowledged that \_\_he\_\_executed it.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County and State and on the date first above

Deputy

My Commission Expires: August 23, 1991

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# SST Bulleting and the standard strategy and the

This Agreement, made and entered into this 5th day of June . 19 89 by and between 9870 Guy S: Diver and Gail C: Diver, husband and wife hereinafter called the vendor, and Martin W. Noland

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### WITNESSETH

Vender S agrees to sell to the vendee and the vendee agrees

following described property situate in Klamath County, State of Oregon, towil: Lot 5 and the Northeasterly 1/2 of Lot 6, Block 12, HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon,

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SUBJECT TO: Conditions, Restrictions, regulations, easements, rights of way and a new or with the of contributy but his the branch, is not a the translation with church which and which a start a start with 建筑的过去式和过去分词

SUBJECT TO: Contract of sale between Maxwell S. Hargrove as vendor and Guy S. Diver and Gail C. Diver, vendees, which contract was recorded April 14, 1980, vol. M80, page 6981, Klamath County Records, which contract vendee doesnot assume and vendors agree to hold harmless therefrom. ordia initi

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at Klamath Falls, Oregon

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at and for a price of \$ 44,000.00

. payable as follows, to wit:

of this agreement, the receipt of which is hereby acknowledged; \$ 34,000.00 at the time of the execution per annum from June 5, 1989 payable in installments of not less than \$ 425.68 per month in cluster of interest the first installment is be and an in the second sec per annum from Suffe J, 1965 payable in insidilments of not less than a 725.00 per month in clusive of interest, the first installment to be paid on the 5th day of July 1989, and a further installment on the 5th day of every Month thereafter until the full balance and interest one paid. Purchaser: has inspected the property and accepts the property in its present condition and acknowledges that the sellers have made no warranties or representations as to the condition of the property. and a family should be apply

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.

Ore on; 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 and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances that vendee shall pay regularly 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. incumbrances whatsoever having precedence over rights of the vendor in and to, said property. Vendee shall not cit or remove any timber on the premises without written consent of vendor. Vendee shall be entitled to the possession of said is 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 as set forth above in turn (strend) he atase

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and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and 4, 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 cforesaid, 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.

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Witness the hands of the parties the day and year first herein written.

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Personally appeared the above no	amed <u>Martin W. Noland, Guy S. Diver and Gail C. Diver</u>
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nd acknowledged the foregoing instru	ument to be <u>their</u> act and deed.
OFFICIAL SEAT	
UIANA LYNN FRANKLI	IN Before me: Alana Jun Marchin
SAN DIEGO COUNTY	Ma Pasona for creation is a mouth in the second state of the second state of the second state of the second state
My Comm Expire Manuel on the	My commission expires: <u>march 20, 1992</u> .
	992 Rements shall be sent to the following name and address:
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	State of Oregon, County of <u>Klamath</u>
	I certify that the within instrument was received for record on the <u>5th</u> day
	of <u>June</u> 19 <u>89</u> at <u>3:47</u> o'clock _ m and recorded in book <u>M89</u> on page <u>9868</u> Record of Deeds of said County.
om the office of	Necord of Deeds of said County.
ILLIAM L. SISEMORE torney at Law	Witness My Hand and Seal of County Affixed.
rat Federal Bldg.	그렇게 가지 않는 것 같은 것 같
0 Main Street amath Falls, Ore.	County Clerk - Recorder
reports which minimale re-	- Qauline Mullendari
	Deputy Fee \$23.00
	FEE 423.00
	Return: A.T.C.
	그는 것 ~ 그는 학생님은 방법에 비행되었다. 이렇게 말했는 것 같은 것 같이 있는 것 같아요. 이 가지 않는 것 같이 있는 것 같이 없다. 이 가지 않는 것 같이 없는 것 같이 않는 것 같이 않는 것 같이 없는 것 같이 않는 것 않는 것 같이 않는 것 않는 것 같이 않는 것 않는 것 같이 않는 것 않는