Wol<u>m 90 Page</u>

Walled bigs entired displicit wereas Bio// Got/Elos 0344/M.Surtad worder colling cite in a colling colling cite in a colli 13745 This Agreement, brade and entered line this walleth sould day but ent wAppell so \$1990 of by and between WILLARD Hell JONES blac behave of default by the best in the in the black of default by which bear and deliver and deliver and deliver bed with hereinafter called the vendor, and pro sense ratue out drug and valuation, most to you a stickerate amorning that along of that their setting or to be perfectly and their setting their transfer of their setting their se stard profess and a board to be the essence of this agreement, then vender shall have a second to be the control vender and have a second to be the control vender and have a second to be the control vender. the court by size foreignate in equity. (2) To decide the full unguld butanes immediately the and payrible.

HESCATIVE TO DESIGN OF SIZE AND A SECOND TO will Vender bit agrees value sell to the vender a and the vender agrees with buy from the vendor all of the following described property althous in Klamath County, State of Oregon, to wile seven at guitares and as the county of the coun You turnitive bed squarest to real to studetted to nother look yet, the direct actions of the state of the st The Sanwa of Section 18, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon, momento still it as vibense bus after visus and a super second entering CODE. 92 MAP 3715 TL 5000 per habbas James sensed of assigned of time a limited of states of the SUBJECT TO: Rules and regulations of Fire Patrol District; Rights of the public in and to any portion of the herein-described premises lying within the boundaries of roads or highways; Easements and rights of way of record and those apparent on the land, if any; Declaration of Conditions and Restrictions, but omitting any restrictions based on race, color, religion or national origin appearing of record, recorded in Book M69 at page 2681; (All minerals reserved and 66 foot right of way for Fishole Road reserved by United States of America); and to a contract of sale wherein Perdrian Investment Corporation is seller and Meri P. Zile is buyer, recorded in Book M72 at page 12564; which interest of Marie P. Zile was thereafter conveyed to Willard H. Jones etux, by instrument recorded Oct. 31, 1972, in Book M72 at page 12566, which said contract vendees herein DO NOT assume, and vendor covenants and agrees, to hold them harmless therefrom: village to some state of the many state of the manufacture of the state of the stat administration of been also to take of at and for a price of \$80,000.00 , payable as follows, to-wit: the ter hear twee her construction and carly assigns. \$10,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 70,000.00 with interest at the rate of 10 % of this agreement, the receipt of which is hereby acknowledged; \$ 70,000.00 with interest at the rate of 10 % of this agreement, the receipt of which is hereby acknowledged; \$ 70,000.00 with interest at the rate of 10 % of this agreement, the first installment of not less than \$ 700.00 per per annum from April 10 % of the part installment to be paid on the 15th day of May month. Inclusive of interest, the first installment to be paid on the 15th day of May in the full balance and interest 1990, and a further installment on the 15th day of every month. are paid. Winners the leads of the parties the day and year fifts boreld written. Senot il bratiti Petry L Thompson to make said payments promptly on the dates above named to the order of the vendor, XXXXXXXX Vendee anxionantitions of the moraspen Title 100., 525 Main St., 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 may necessary be present on some property such as a sum not 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 veridees, 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 Thompson, husband and wife of whatsoever-nature and kind and communications the tenerality transment to be LENCIL . on and does 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 vender. Vendee shall be entitled to the possession of said 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, Aleger responding return to state of degen Country of Element.
Au and Tiers & Engrow. Inc. - Presity that the within instrument was rec As an riche & Escrow, Inc. I resulty that the within histrament was received for record on the 19th day 525 Hain Je. of April 1 19 90 at 11.100 clock _ m and recorded to book N90 Xlawath of October 1254 Recent of Deeds of Said County (at Said County Pean the West Said County

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which vendes assumes and will place said deed

WILLIAM LANGER CORE

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

and shall enter into written escrow instruction in form satisfactory to eatd escrow holder, instructing said holder that when an il contract soid. nessure holder shall deliver said instruments to vendee, but that in case of default by vendee said escrew holder shall, on bareingher colled the votation and 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 (2) To declare the full unpaid balance immediately due and payable; foreclose this contract by strict foreclosure in equity; (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 vendes 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 projecting and preserving the property and his security interest therein, and in the event possession is so taken by 2) 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 allomey's fees to be allowed the prevailing party in said suit of action and or appeal, if an appeal is taken.

Vendee further agrees that failure by wender at any time to require performance by wendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same nor shall any watver by wendor of such breach of any pro-Wision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself. bus In constraint this contract, it is understood that vendor or the vendoe 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 persons 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 writte Deny & Things Perry In Thompson to make and paymouth promptly on the dame advers and to the order of the vendor, xxxxxx SUNAL STATE OF THE SECTION SEC Oregon is by a side property at all limber in as good condition as the same up-water no introversant, now on or which STATE OF OREGON and expressed with editor in yourseb to become ed finds viscous birs April 18 Sept insured in companies approved by various County of Rismath women to see the property of the satisfact of eldering and the satisfact of the satisfact yrın atboreter and acknowledged the foregoing instrument to be <u>their</u> act and deed. to segundo anosi innermesses items with a mobile one red at very thing the form that we know it research bloss of base in Before, me; 111.77.90 Notary Public for Oregon bies to re-secured off of believe of field sedantV. Clinic to beside meditor and My commission expires: -Until a change is requested, all tax statements shall be sent to the following name and address: Perry L. Thompson Pff LOO Box 314 BLCON State of Oregon, County of Klamath I certify that the within instrument was received for record on the 19th day After recording return to: of April 19 90 at 11:10 o'clock _ m and recorded in book M90 Aspen Title & Escrow, Inc. __Record of Deeds of said County. 525 Main St. carent aboverdescribed contrac Klamath Falls, Or.97601 Witness My Hand and Seal of County Affixed. From the office of WILLIAM L. SISEMORE Evelyn Biehn, County Clerk Attorney at Law aren Tille & Rudrow, Lac., County Clerk - Recorder First Federal Bldg. 540 Main Street auline Muliendar Klamath Falls, Ore.

Deputy

at Manath Falls, Orogon