

13745

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This Agreement made and entered into this 16th day of April 1990 by and between WILLARD H. JONES,

hereinafter called the vendor, and

PERRY L. THOMPSON hereinafter called the vendee.

WITNESSETH

that the Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situated in Klamath County, State of Oregon, to-wit: The S 1/4 of Section 18, Township 37 South, Range 15 East of the Willamette Meridian, Klamath County, Oregon. CODE 92 MAP 3715 TL 5000

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 Perdriau 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 contracts vendees herein DO NOT assume, and vendor covenants and agrees to hold them harmless therefrom;

at and for a price of \$80,000.00, payable as follows, to-wit: \$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 % per annum from April 16, 1990, payable in installments of not less than \$ 700.00 per month inclusive of interest, the first installment to be paid on the 15th day of May 1990, and a further installment on the 15th day of every month thereafter until the full balance and interest are paid.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~xxxxxx~~ at the ~~xxxxxx~~ Aspen Title Co., 525 Main St., 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 vendees, 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 property April 16, 1990.

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,

(except above-described contracts) which vendee assumes, and will place said deed together with one of these agreements in escrow at the Aspen Title & Escrow, Inc., at Klamath Falls, Oregon

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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 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 written.

Willard H. Jones  
Willard H. Jones

Perry L. Thompson  
Perry L. Thompson

STATE OF OREGON }  
County of Klamath }  
Personally appeared the above named Willard H. Jones, and Perry L. Thompson  
P.L.T.

and acknowledged the foregoing instrument to be their act and deed.  
Before me: [Signature]  
Notary Public for Oregon  
My commission expires: April 18, 1990

Until a change is requested, all tax statements shall be sent to the following name and address:  
Perry L. Thompson P.L.T.  
P.O. Box 378, 81601, 97622  
State of Oregon, County of Klamath  
After recording return to:  
Aspen Title & Escrow, Inc.  
525 Main St.  
Klamath Falls, Or. 97601

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 D. Aulene Mullendare  
Deputy