

This Agreement, made and entered into this 18<sup>th</sup> day of April, 1990 by and between

THOMAS E. O'HARRA

hereinafter called the vendor, and

NELDA A. WINCH

hereinafter called the vendee.

WITNESSETH

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

A portion of the SE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

BEGINNING at a point on the West line of Summers Lane, a county road in Klamath County, Oregon, which is North 1° 12' East 346.7 feet and thence South 88° 44' West 30 feet from the one-quarter corner common to Sections 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian; thence North 1° 12' East along the West line of said Summers Lane, a distance of 120.0 feet; thence South 88° 44' West 60.0 feet; thence South 1° 12' West 120.0 feet; thence North 88° 44' East 60.0 feet to the point of beginning, being a parcel of land in the SE 1/4 of Section 10, Township 39 South, Range 9 East of the Willamette Meridian.

Code 41 MAP 3909-10AD TL 1600

SUBJECT TO: Easements, rights of way of record, regulations & agreements of record, and those apparent on the land.

SUBJECT TO: Mortgage dated March 14, 1955, between Thomas J. O'Harra & Ruth M. O'Harra, mortgagors and George H. Burton, Mortgagee, recorded March 14, 1955, book 161, page 228, WHICH VENDOR AGREES TO HOLD VENDEE HARMLESS THEREFROM.

SUBJECT TO: Contract dated May 9, 1985, wherein Thomas J. O'Harra is vendor and Thomas E. O'Harra and Joan K. O'Harra are vendees, recorded May 9, 1985, book M85, page 6942, WHICH VENDOR AGREES TO HOLD VENDEE HARMLESS THEREFROM.

VENDEE AGREES THAT THIS CONTRACT CANNOT BE ASSUMED OR ASSIGNED WITHOUT THE WRITTEN CONSENT OF VENDOR.

at and for a price of \$ 60,000.00

, payable as follows, to-wit:

of this agreement, the receipt of which is hereby acknowledged: \$ 6,200.00 at the time of the execution  
per annum from April 19, 1990 with interest at the rate of 9.5 %  
month in clusive of interest, the first installment to be paid on the 15th day of May  
19 90, 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, or the survivors of them, at the Aspen Title & Escrow, Inc.

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 vendee w/copy of 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 except those as set forth above

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

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 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 DOES NOT GUARANTEE THAT ANY PARTICULAR USE MAY BE MADE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT. A BUYER SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED USES.**

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

Nelda A. Winch

Thomas E. O'Harra

STATE OF OREGON

County of Klamath

April 19<sup>th</sup>

19 90

Personally appeared the above named

Thomas E. O'Harra and Nelda A. Winch

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

Before me:

Ashten C. Craft  
Notary Public for Oregon

My commission expires:

April 4, 1990

Until a change is requested, all tax statements shall be sent to the following name and address: Nelda A. Winch, 3640 Summers Lane, Klamath Falls, Or. 97603

State of Oregon, County of Oregon

I certify that the within instrument was received for record on the 20th day of April, 19 90 at 11:23 o'clock A. m and recorded in book M90 on page 7403 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

Dorlene Mulenders  
Deputy

AFTER RECORDING RETURN TO:  
Aspen Title & Escrow, Inc.  
525 Main St.  
Klamath Falls, Or. 97601

Fee \$33.00