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Aspen Title #0103554

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This Agreement, made and entered into this 22nd day of August, and at 1990, by and between
Richard A. Lindgren and Miriam Deb Lindgren, hereinafter called "the
Lindgrens".

Richard A. Lindgren and Miriam L. Lindgren, husband and wife, herein after called the vendor, and David Newsome and Val Jean Newsome, husband and wife, herein after called the vendee.

WITNESSETH I, **Vendera**, do hereby set forth my true and
exact knowledge and belief concerning the facts above stated.

WITNESSED in the City of Klamath Falls, Oregon, this 1st day of October, 1951.

Lot 5, Block 20, BUENA VISTA ADDITION TO THE CITY OF Klamath Falls, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-19DC TL 1100

SUBJECT TO: Regulations, including levies, liens and utility assessments of the City of Klamath Falls; conditions, restrictions as shown on the record, by the City of Klamath Falls Addition to the City of Klamath Falls.

[A faint, illegible signature or stamp is visible at the bottom left.]

Review of proposed site-specific rules for the year on file to amend provisions you to review is as is best to obtain notice.

and for a price of \$ 29,600.00

payable as follows, to-wit:

\$ 1,000.00 at the time of the execution
of this agreement, the receipt of which is hereby acknowledged; \$ 28,600.00, with interest at the rate of 2% 1/2% per annum from August 22, 1990 until due date (to be paid in installments of not less than \$ 276.700.00 per month); \$ 276.700.00, with interest, the first installment to be paid on the 28th day of September 1990, and thereafter monthly, the full balance and interest, on the 28th 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.

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 on their respective interests may appear, said policy or policies of insurance to be held by vendees, that vendor shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, and expenses 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.

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
in trust, (deed to be paid)

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

WILLIAM J. SIEVERSON
at Klamath Falls, Oregon

caesar sage 1939

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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 for or 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.

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.

NOTWITHSTANDING THE AMOUNT OF FEE SHOWN, I AGREE THAT THE TOTAL FEE TO BE PAID FOR THIS AGREEMENT IS \$0.00.

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 RECEIVING ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEES 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.

Witness, the names of the parties
Richard Lindgren
Miriam Lindgren
Richard Lindgren and Miriam Lindgren, wife of the above named, personally appeared before me this day at my office at Klamath, Oregon, and acknowledged to me that they were the persons described in the foregoing affidavit as being the persons intended by the affiant to be thus deposed. They further acknowledged that they had read the foregoing affidavit and understood its contents, and that they were signing it voluntarily.
STATE OF OREGON this twenty-second day of August, 1990
County of Klamath
Personally appeared the above named
Lindgren and Miriam Lindgren
David Newsome and Val Jean Newsome and Richard A.

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

Marlene J. Allington
Notary Public for Oregon
My commission expires: 3-22-93

Until a change is requested, all tax statements shall be sent to the following name and address:
P. O. Box 12, Klamath.

State of Oregon, County of Klamath.
I certify that the within instrument was received for record on the 23rd day
of Aug. 19 90 at 11:10 o'clock A.M. and recorded in book M90
on page 16963 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.

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

County Clerk - Recorder

By Darlene McLeod Deputy

Fee \$33.00