

Aspen Title #01036631

1 **THIS AGREEMENT**, made and entered into this 10th day of June, 1991, by and
2 between ROBERT E. HANSEN hereinafter called the vendor, and DON ALBERT DUMBECK
3 and VICKIE LEE DUMBECK, hereinafter called the vendee.

WITNESSETH

4
5 Vendor agrees to sell to the vendee and the vendee agrees to buy from the
6 vendor all of the following described property situate in Klamath County, State
7 of Oregon, to-wit:

8 **PARCEL 1.** The Northwesterly 40 feet of the Northeasterly 59 feet of Lot 7 and
9 the Northwesterly 40 feet of Lot 8, Block 43, and the adjoining Southeasterly
10 13.5 feet of the Northeasterly 124 feet of vacated Canal Street between 8th and
11 9th Streets, NICHOLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of
12 Klamath, State of Oregon.

13 **PARCEL 2.** Beginning at the most Easterly corner of Lot 1, Block 52, NICHOLS
14 ADDITION TO LINKVILLE, NOW CITY OF KLAMATH FALLS, OREGON, in the County of
15 Klamath, State of Oregon; thence Southwesterly at right angles to Ninth Street
16 124 feet; thence Southeasterly and parallel with Ninth Street 46½ feet; thence
17 Northeasterly at right angles to Ninth Street 124 feet; thence Northwesterly
18 along the Westerly line of Ninth Street 46½ feet to the point of beginning.

19 **SUBJECT TO:** Regulations, including levies, liens and utility assessments of
20 the City of Klamath Falls.

21 Conditions, restrictions as shown on the recorded plat of Nichols
22 Addition to the City of Klamath Falls.

23 The provisions in Deed from M. McAndrews and Mary I. McAndrews,
24 his wife, to William Lakkey, dated November 25, 1919, recorded December 17,
25 1919, in Book 53 at page 91, Deed Records.

Easement as disclosed by Warranty deed:

26 For: Joint driveway over the Northwest 4½ feet
27 Recorded: February 13, 1920
28 Book: 53
29 Page: 239

Easement as disclosed by Warranty deed:

30 For: An easement 4½ feet wide off the Southeasterly side of the
31 above described property, with the right to use the same as a driveway strip
32 by the abutting and adjoining land owners on the South.

 Recorded: January 25, 1966
 Book: 66
 Page: 722

ALSO SUBJECT TO: Contract of sale dated September 25, 1990, between
Roman Catholic Bishop of the Diocese of Baker, as seller and Robert E. Hansen,
as buyer, recorded in M90, page 20118, on October 4, 1990,
which contract the vendee does not assume and the vendor agrees to hold the
vendee harmless therefrom,

 at and for a price of \$45,000.00, payable as follows, to-wit: \$7,800.00 at the
time of the execution of this agreement, the receipt of which is hereby
acknowledged; \$37,200.00 with interest at the rate of 8% per annum from June
10, 1991, payable on June 10, 1992.

 In addition to the said payments, vendee shall pay to vendor, at closing,
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the sum of \$1,094.04, for real property taxes for the period of time covered by this contract. This sum is based upon the 1990-91 real property taxes of \$91.17 per month. If the taxes for the year 1991-92 exceed \$1,094.04, vendee shall pay to the vendor, in care of South Valley State Bank, account No. 200504926, the difference between \$1,094.04 and the amount of the tax statement for the 1991-92 tax year.

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 by the ROMAN CATHOLIC BISHOP OF THE DIOCESE OF BAKER, with copies to vendor and vendee; 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 be entitled to the possession of said property June 10, 1991.

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 shown above, 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, and shall enter into written escrow instructions 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; and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all of 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, full 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.

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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 any 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 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 person 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.

Robert E. Hansen,

BY Robert E. Hansen by
Chris Hansen, his attorney in fact
Chris Hansen, his attorney in fact

Don Albert Dumbuck
Vickie Lee Dumbuck

STATE OF OREGON)
) SS
County of Klamath)

June 14, 1991

Personally appeared the above named Don Albert Dumbuck and Vickie Lee Dumbuck and acknowledged the foregoing instrument to be their act and deed. Before me:

Marlene L. Adkins
Notary Public for Oregon

(SEAL)

My Commission Expires: 3-22-93

STATE OF OREGON)
) SS
County of Klamath)

On June 11, 1991

Personally appeared Chris Hansen, who, being duly sworn, did say that she

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1 is attorney-in-fact for Robert E. Hansen, and that she executed the foregoing
 2 instrument by authority of and in behalf of said principal, and she
 3 acknowledged said instrument to be the act and deed of said principal. Before
 4 me:

Charles L. Aldinger
 Notary Public for Oregon

(SEAL)

My Commission Expires: 3-22-93

6 Until a change is request, send
 7 tax statements to:

8 2427 Applegate
Klamath Falls, OR 97601 &
 9 Sacred Heart Church,
815 High, Klamath Falls, OR 97601

11 THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF BAKER CITY, a Corporation,

and

13 THE ROMAN CATHOLIC BISHOP OF THE DIOCESE OF BAKER, a non-profit
 14 Corporation of Oregon, and a corporate sole, DOES HEREBY CONSENT TO THE SALE
 15 OF THE SUBJECT PROPERTY ACCORDING TO THE TERMS OF THIS AGREEMENT OF SALE.

16 *Charles L. Aldinger*
 BY *His agent*

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of ATC the 18th day
 of June A.D., 19 91 at 10:41 o'clock A M., and duly recorded in Vol. M91,
 of Deeds on Page 11553.
 Evelyn Biehn, County Clerk

FEE \$43.00

By *Pauline Mulendore*

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WILLIAM L. SISEMORE
 Attorney at Law
 540 Main Street
 KLAMATH FALLS, ORE.
 97601

503/882-7229
 O.S.B. #70133