

STATE OF OREGON,  
County of Klamath

Filed for record at request of

*Marshall & Goddard*

on this *20* day of *Oct* - 19*56*

at *245* P. M. and day

recorded in Vol. *897* of *Deeds*

Page *473*

61b *CHAS. P. DEAN* County Clerk also, onw. P.M.

*By *Charles P. Dean**

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26299 Vol. 297 Page 480

## Agreement of Sale

This Agreement made and entered into in Klamath County, Oregon, this

day of October, *20* 19*56*, by and between CHARLOTTE C. CARMICHAEL, a single woman, VESTA P. WOOD and WHEELER WOOD, wife and husband, and EARL T. BUESING, a single man,

herein called "seller," and CARL J. SCHMITZ and LORENA E. SCHMITZ, husband and wife,

herein called "buyer";

WITNESSETH:

Seller agrees to sell to buyer and buyer agrees to buy from seller all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lots 1 and 2 in Block 5 of Canal Addition to the City of Klamath Falls, Oregon, also the Northwesterly one-half of that portion of vacated alley running through said Block 5 of Canal Addition adjacent to said Lot 2, according to the official plat thereof, records of Klamath County, Oregon,

SUBJECT to the real property taxes for the year 1956-57, together with the personal property listed on Exhibit A, attached hereto and by this reference made a part hereof,

at and for a total price of NINETEEN THOUSAND DOLLARS (\$19,000.00), payable as follows: \$4,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged by seller; the balance of \$15,000.00 shall bear interest from the date hereof at the rate of 6 percent per annum and said balance shall be payable in monthly installments of not less than \$90.00 per month, including the accrued interest upon said balance; the first installment to be paid on the 10th day of November, 1956, and a further installment on the 10th day of each and every month thereafter until the balance and interest are paid in full.

Buyer agrees to make the payments specified above promptly on the dates above named to the order of seller at First Nat. Bank, Klamath Falls; to keep said premises at all times in as good condition as the same now are; to maintain all improvements now on, or which may hereafter be placed on said premises until the entire purchase price has been paid; and agrees that he will keep said premises insured in company or companies approved by seller against loss or damage by fire in a sum not less than full insurable with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by the First National Bank of Portland that buyer shall pay regularly and seasonably, and before the same shall become delinquent, all taxes, assessments, liens, incumbrances and charges of whatsoever nature and kind and buyer agrees not to suffer or permit any part of said premises to become subject to any tax liens, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the seller in and to said property.

Buyer shall be entitled to possession of said premises on the 10th day of Oct, 1956.

Seller will contemporaneously herewith make and execute in favor of buyer good and sufficient warranty deed conveying a fee simple title to said premises free and clear, as of the date hereof, of all incumbrances whatsoever, except as above stated