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FORM NO. 117—CONTRACT—REAL ESTATE—Partial Payment  
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**THIS CONTRACT, Made the 19th day of January, 1961, between**  
**Meeker Farms, Inc., an Oregon corporation,**  
**of the County of Klamath and State of Oregon, hereinafter called**  
**the first party, and Richard J. Meeker**  
**of Klamath and State of Oregon, hereinafter called the second party.**

**WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made**  
**as hereinabove specified, the first party hereby agrees to sell and the second party agrees to purchase, the follow-**  
**ing described real estate, situate in the County of Klamath, State of Oregon, to-wit:**

SUBS of Section 5, and SEtSEK of Section 6, all in  
Township 40 S. R. 9 E.W.M.

Subject to contract and/or lien for irrigation  
and/or drainage; and easements and rights of way  
of record and apparent on the land.

For the sum of **Six Thousand Dollars (\$ 6000.00)**  
on account of which **nothing**  
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-  
minder to be paid to the order of the first party with interest at the rate of  $\frac{1}{2}\%$  per cent per annum from  
April 1, 1961, on the dates and in amounts as follows: \$1000 April 1, 1961 and  
\$1000 on the 1st day of every April month thereafter, until fully paid, said  
installments being inclusive of the accruing interest.

It is understood that first party's interest is by virtue of contract of sale  
of said premises and other land, which contract has been assigned to first party  
by original vendee thereof. Second party does not assume said contract, and  
first party shall pay the same as it becomes due and hold second party harmless  
therefrom.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in  
consideration of the purchase price, agrees to pay all taxes levied on said premises and assessments here-  
after levied on said premises, even all taxes and before the same or any part thereof become past due that he will keep  
all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended  
coverage) in an amount not less than **\$1000**, and that said insurance shall be carried in a company or com-  
pany acceptable to first party who will have all policies of insurance on said property made payable to first party as first party's  
interest may require and will deliver all policies of insurance on said premises to the first party as soon as insured.  
All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described  
premises.

The first party agrees that within **30** days from the date hereof, he will furnish unto second party a  
copy of his memorandum of title showing a clear and marketable title to said property and the buildings and other restrictions and  
encumbrances now of record, if any. First party also agrees that said purchase price is fully paid and upon request and upon sur-  
render of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, the  
same to be recorded in the office of recorder of said county and of any city or town where the same may be located. Said deed shall be  
permitted or allowed by, through or under first party, excepting, however, the said easements and restrictions and the taxes, municipal  
liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the  
second party, or his assigns.

In case the second party shall fail to make the payments aforesaid, or any of them, punctually and on the strict terms and  
at the times aforesaid, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict per-  
formance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this  
contract null and void; (2) to declare the whole unpaid principal balance of said purchase price with interest accrued on such date  
as may be fixed for performance of any term aforesaid, and to recover the same, with all right and interest hereby created or then  
existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall  
be seized and revert in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be  
performed and without any right of action for reclamation or compensation for money paid or for improvements made as abso-  
lutely necessary to enforce the terms of this agreement.

In case suit or action is instituted to enforce this contract or to enforce any of the provisions thereof, second party agrees  
to pay such sum as the court may adjudge reasonable for plaintiff's attorney's fees in said suit or action.

The second party further agrees that failure by the first party at any time to require performance by the second party of any  
provision hereof shall in no way affect first party's right hereunder to enforce the same, provided however, that any provision  
hereof which would be held to be a waiver of any proceeding based on any such provision, or as a waiver of the provision  
itself.

In construing this contract, it is understood that the first party or the second party may be more than one person; that if the  
contract so requires, the singular pronoun shall be taken to mean and include the plural, the masculine the feminine and the neuter  
and that no grammatical gender shall be observed and implied in the construction of the provisions hereof, apply equally to corporations  
and to individuals.

Adopted **19th** day of **January**, 1961, pursuant to resolution of its Board of Directors duly and legally  
IN WITNESS WHEREOF, The said **Richard J. Meeker** set their hands in duplicate the day and  
year first above written.

MEEKER FARMS, INC. (SEAL)  
by **Richard J. Meeker** President (SEAL)  
by **Dorothy Meeker** Secretary (SEAL)  
(For notarial acknowledgment, see reverse)