

76571

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# Agreement for Deed and Purchase of Real Estate

This Agreement made and executed in duplicate this 5 day of JANUARY, 1963, between KLAMATH FALLS FOREST ESTATES, hereinafter designated as "Seller" and EDWIN D. VAUGHAN JR. & DOROTHY L. VAUGHAN of 252 CROOK WATER DR. SANDIEGO, IN CALIF., hereinafter designated as "Buyer";

## WITNESSETH:

That the Seller, in consideration of the covenants and agreements hereinafter contained, to be the first performed as a condition precedent by Buyer, agrees to sell and convey unto said Buyer, and said Buyer agrees to buy that certain real property in the County of Klamath, State of Oregon, described as follows, to wit:

**Lot 9, Block 22, Klamath Forest Estates First Addition, as recorded in the Klamath County, Oregon.**

## INTEREST FREE CONTRACT

Subject to pro rata of taxes and/or easements for the fiscal year 1962-1963, and thereafter coming due and also subject to all conditions, restrictions, reservations, easements, exceptions, rights and/or rights of way, affecting said property.

The purchase price for which the Seller agrees to sell and the Buyer agrees to buy said property is the sum of SEVEN HUNDRED NINETY FIVE & 1/2 Dollars (\$ 795.50), which sum Buyer agrees to pay Seller at such place or places as Seller may hereinafter from time to time designate, as follows:

TWO HUNDRED SEVENTY FIVE AND NO 1/2 Dollars (\$ 275.00) in cash upon the execution and delivery of this agreement, the receipt thereof being duly acknowledged and the balance of said sum in installments of FIVE & 1/2 Dollars

(\$ 5.50) or more on or before the 5<sup>th</sup> day of each and every calendar month commencing with the 5<sup>th</sup> day of FEBRUARY, 1963

including interest on all deferred payments from date hereof at the rate of 6% per annum, continuing until paid. Each installment when paid shall be applied by the holder hereof, first, so much as shall be required to the payment of interest accrued as above specified, and next, the balance thereof to the payment of the principal sum.

Buyer agrees to pay all taxes hereinafter levied as well as all public and municipal liens and assessments hereinafter lawfully imposed upon said property, all promptly and before the same or any part thereof become past due. Seller may, at its option, pay all such taxes, levies or assessments (including installments on bonds) together with penalties thereon and such payment will be conclusive evidence of the validity of such payment. Any amount so paid, together with interest, at the rate of 6% per annum from the date of payment until repaid, shall be repaid by Buyer to Seller on demand; and the failure by Buyer to repay the same with such interest within 30 day after such demand by Seller shall constitute a default under the terms of this agreement.

It is further agreed that time is of the essence and full performance by Buyer of all his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder. Should a default be made (a) in the payment of any of said installments of principal or interest when the same become due, or (b) in the observance or performance of any obligations hereunder, the Seller may thereupon enforce its right hereunder either by (1) declaring this agreement null and void and terminated, in which event all payments made prior to such default by the Buyer to Seller shall be retained by the Seller as agreed upon and liquidated damages; and the Seller shall have the right to immediately reenter and take possession of the property without being liable to account therefor; or (2) any other legal or equitable right or remedy it may have in the premises. Buyer agrees to pay all costs and expenses of any kind connected by Seller to enforce this agreement, including reasonable attorney's fees. In case of election by Seller to enforce its rights hereunder, it may declare this agreement to be null and void and Buyer's rights thereby forfeited by a service upon Buyer of its written declaration of forfeiture and cancellation or by depositing such written declaration in the United States mail, postage prepaid, addressed to the Buyer at the post office address above, or at such other address supplied by Buyer to Seller.

The Buyer agrees that he will, at all times during the term of this agreement or any extension or renewal thereof, keep said realty free of all liens and encumbrances of every kind or nature except such as are incurred or caused by the Seller and not assumed by the Buyer hereunder. Nothing contained herein shall be construed to be a guarantee, warranty, or representation as to the present or future existence or non-existence of any zoning law or other law, ordinance, or regulation of any governmental or political organization or authority concerning or limiting the type or character of or the right to erect buildings or structures on said realty or the use to which same may be put.

The Seller agrees, within a reasonable time after the Buyer's compliance with all the terms and conditions hereof and the surrender of this agreement, to execute and deliver to Buyer, a warranty deed sufficient to convey title to said realty free and clear of all encumbrances made, done or suffered by Seller except as set forth above.

No waiver of the breach of any of the covenants, agreements, restrictions and/or conditions of this Agreement by the Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants, agreements, restrictions and/or conditions of this agreement, or acquiescence on the part of the Seller in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver of any variation therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of any variation in, any of the terms of this agreement.

In accordance with Article 3, Section 11200 of Business and Professional Code, Seller represents in Buyer existing financing on property consists of a mortgage dated April 6, 1962, in favor of Palis Investment Co., mortgage recorded September 5, 1962, in Vol. 212 at Page 431 of Mortgage in Office of County Clerk of Klamath County, Oregon, covering this tract in the amount of \$113,093.50. Said mortgage and a separate covenant of record contains release clause ensuring delivery of the property described herein free and clear of this obligation upon Buyer's compliance with the terms hereof. In the event of non-compliance with the terms hereof, Seller agrees to deliver property free and clear to Buyer upon Buyer's compliance with the terms hereof.

Seller hereby warrants and agrees that Seller will not hereafter place upon the property any encumbrance without first obtaining the written consent of Buyer. Seller further warrants and agrees that Seller will not place any additional title improvements on the property or perform any work on the property which might result in the creation of a Mechanic's Lien on the property without first obtaining the written consent of Buyer and without filing a surety bond with the appropriate governmental office for the performance and payment of materials and labor costs requisite to such improvements. In the event Seller shall undertake such additional improvements or work, Seller agrees to furnish to the contractor making such improvements or performing such work, a copy of the final subdivision public report issued by the State of California pertaining to the property.

Buyer acknowledges that the purchase of the property as herein agreed to be made by him has not been made with respect to, based upon, or as a result of any inducement, promise, representation, agreement, condition, or stipulation not specifically set forth herein.

SELLER  
KLAMATH FALLS FOREST ESTATES  
CARSEL DEVELOPMENT CO.

3 By Edwin D. Vaughan Jr. Secretary

BUYER Edwin D. Vaughan Jr.

(S) Edwin D. Vaughan Jr.

(S) Dorothy L. Vaughan