

Mrs. Kersten
Vol. 11-15, page 5017

CONDEMNED CONTRACT OF SALE

THIS AGREEMENT, MADE AND ENTERED INTO this 3rd day of August, 1964, by and between LELA MAE KERSTEN, a widow who shall be hereinafter called the Seller, and JACK McCARTY and GEORGIA McCARTY, husband and wife as to an undivided one-half interest, and WILLIAM J. GRIFFITH and ALICE GRIFFITH, husband and wife, as to an undivided one-half interest, who shall be hereinafter called the Buyers, who have agreed to buy the following described real property situated in Klamath County, Oregon, to-wit:

Lot twenty-two, twenty-three and twenty-four (22, 23, and 24) in Block twenty-nine (29) in the town of Crescent, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

FOR AND IN CONSIDERATION of the agreed purchase price of THREE THOUSAND FIVE HUNDRED (\$3,500.00) DOLLARS, to be paid by the buyers to the seller under the following terms and conditions: the buyers have paid the sum of \$100.00 down, receipt of which is acknowledged by the seller; the buyers agree to pay the sum of FIFTY (\$50.00) DOLLARS on the 25th day of each and every month commencing September 25, 1964, and continuing until the full purchase price, together with interest at the rate of (6%) percent per annum has been paid in full, such payments to be applied first to interest and then to principal. It is further agreed that the buyers may pay any portion of the purchase price before the same is due, with abatement of interest on account of such prepayment.

Buyers agree to pay all taxes including those of 1964 which are due November, 1964, and all future taxes thereafter.

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Attest: Lela Mae Kersten
Buyer: Jack & Georgia McCarty
Witness: Betty

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The seller agrees to pay all prior liens and encumbrances, and when the full purchase price has been paid, she will convey the premises to the buyers free and clear of all encumbrances and with a marketable title except for easements or encroachments of record or visible on the premises, and will give to the buyers their regular warranty of title, and will furnish the buyers title insurance in the amount of the full purchase price upon the payment of the final installment.

IT IS AGREED that the buyers will pay all future levies and taxes or encumbrances against the property promptly when due, and will keep the improvements on the premises insured against fire in the sum of not less than THREE THOUSAND (\$3,000.00) DOLLARS and will furnish to the seller evidence of such insurance at all times. It is further agreed that in case of loss by fire, the buyers may use the proceeds of the insurance policy for the purpose of the restoration of the improvements, on the condition that the buyers restore the improvements to their previous value free and clear of any liens on account of such construction or restoration.

In case the buyers shall fail or neglect to make the installment payments, payment of taxes or other encumbrances against the property, or to keep the property insured as herein agreed, time being of the essence, the seller may at their election, in addition to the usual rights at law and in equity, declare all of the sums of money to be immediately due and payable, and the seller may thereafter foreclose the contract in a suit in equity or declare the rights of the buyers terminated in the premises without any right of reimbursement on account of performance under the contract.

IT IS AGREED that in case of default by the buyers, the buyers may reinstate the contract by performance to date within thirty days after notice by the seller of breach of said contract.

*At Hula Mall Road
Box 51
Tulsa, Okla. 74563*

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In case suit or action is brought by the seller upon this contract, or any cause of action arising out of this transaction, the seller may recover such amount as to the court seems reasonable for attorney's fees in maintaining such suit or action.

IT IS AGREED that this contract will not be recorded in any public record, but that the buyers will have the future right of possession of said property.

Lela Mae Kerston
LELA MAE KERSTON, Seller

Jack McCarty
JACK MCCARTY, Buyer

Georgia M. McCarty
GEORGIA MCCARTY, Buyer

William J. Griffith
WILLIAM J. GRIFFITH, Buyer

Alice Griffith

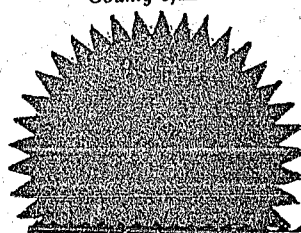
STATE OF CALIFORNIA,

County of KERN

ss.

ON August 15, 1964, before me, the undersigned, a Notary Public in and for said State, personally appeared Jack McCarty, Georgia McCarty, William J. Griffith and Alice Griffith, known to me, to be the persons whose names subscribed to the within instrument, and acknowledged to me that they executed the same.

Witness my hand and official seal.



CLAUDE L. WELCH
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
KERN COUNTY

ACKNOWLEDGMENT-GENERAL-WOLCOTT'S FORM 233-REV. 11-62

Claude L. Welch

NAME (TYPED OR PRINTED)
Notary Public in and for said State.

My Commission expires June 23, 1968.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Lela Mae Kerston

this 27 day of Dec. A.D. 1965 at 10:10 A.M., and
duly recorded in Vol. M-65 of Deeds on Page 5017
Fee \$4.50 4

DOROTHY ROGERS, County Clerk
By *Jane Mera*

Lela Mae Kerston
Buyer
Jack McCarty
Georgia McCarty
William J. Griffith
Alice Griffith
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