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LAND SALES CONTRACT

THIS AGREEMENT made and entered into this 17th day of March, 1966, by and between DONALD L. LAIRD and KATHERINE LAIRD, husband and wife, Social Security Numbers 541-22-1881 and 541-26-9442 hereinafter designated as Sellers and HOWARD C. HASSETT and MARY A. HASSETT, husband and wife, Social Security Numbers 527-32-3193 and 510-36-7094 hereinafter designated as Purchasers.

W I T N E S S E T H

That Sellers do hereby agree to sell and Purchasers agree to purchase from Sellers the following described real property situated in the County of Klamath, State of Oregon, to wit:

All of Lot 9, Section 31, Township 35 South, Range 7 East of the Willamette Meridian, and A portion of Lot 12, Section 31, Township 35 South, Range 7 East of the Willamette Meridian, being more particularly described as follows:

Beginning at the Northeast corner of Lot 12, Section 31, Twp. 35 S., R. 7 E.W.M.; thence S. 0°19 3/4' East 55.0 feet to an iron pin; thence N. 45°18 3/4' West 77.8 feet to an iron pin thence N. 89°40 1/4' East 55.0 feet more or less to the point of beginning.

All of Lots 11, 20, 21, 28, 29 and 38 in Section 31, Township 35 South, Range 7 East W.M.; EXCEPTING the following described portion thereof, heretofore conveyed by Grantors to Tulana Farms by deed dated February 4, 1960, recorded on same date in Volume 318 at page 627 of Deed records of Klamath County, Oregon:

Beginning at the stone monument marking the Section corner common to Section 31 and 32, T. 35 S., R. 7 E.W.M., and to Sections 5 and 6 T 36 S., R. 7 E.W.M.; thence S. 89°55-3/4' West along the Section line common to said Sections 31 and 6, 425.0 feet to a point; thence N. 0°25' West 30.0 feet to an iron pipe on the Northerly right-of-way line of a county road as the same is presently located and constructed and the true point of beginning of this description; thence S. 89°55-3/4' West along the said Northerly right-of-way line 868.7 feet to a point in the fence line marking the Westerly boundary of Lot 38 of said Section 31; thence N. 0°55-3/4' West 1271.1 feet to the stone monument marking the Northwest corner of Lot 29 of said Section 31 (said monument being also the SE 1/6 corner of said Section 31) thence N. 0°25' West 1316.7 feet to the stone monument marking the Northwest corner of Lot 21 of said Section 31 (said monument being also the East 1/16 corner on the east-west centerline of said Section 31); thence N. 0°19-3/4' West 1263.3 feet to an iron pin on the Westerly boundary of Lot 11 of said Section 31 and from which point the Northwest corner of said Lot 11 bears N. 0°19-3/4' West 55.0 feet distant; thence S. 13°14-1/2' East, 3955.5 feet, more or less, to the true point of beginning. Government Lots 20 and 21 of Section 32 Township 35 South, Range 7 East of the Willamette Meridian.

subject to irrigation and drainage contracts and reservations of sub surface rights for the sum of Thirteen Thousand Eight Hundred (\$13,800) Dollars payable as follows: One Thousand Two Hundred (\$1,200.00) Dollars upon the execution of this Agreement, receipt of which is hereby acknowledged; during the year 1966 the sum of Two Hundred (\$200.00) Dollars per month commencing with the first payment on the 5th day of April, 1966 and a like payment on the 5th day of each and every month thereafter with the last payment for that year on December 5, 1966; commencing with the 5th day of January, 1967 a payment of Forty Eight (\$48.00) Dollars per month, the first payment due on the 5th day of January, 1967 and a like payment due on each and every month thereafter until the full balance due Sellers with interest thereon at the rate of Five (5) per cent per annum on all unpaid balances provided that commencing with the year 1967 Purchasers shall make an annual payment of Nine Hundred Thirty Six (\$936.00) Dollars during 1967 and a like payment annually thereafter in addition to the Forty Eight (\$48.00) Dollars per month payments as above provided until the full balance hereunder shall have been paid with interest on unpaid balances at the rate of five (5) per cent per annum.

All payments of cash due hereunder shall be made to the order of the Sellers, or survivor, at the First Federal Savings and Loan Association of Klamath Falls, Klamath Falls, Oregon.

IT IS FURTHER PROVIDED that Purchasers shall be entitled to possession of premises on March 15, 1966, and that thereafter Purchasers will pay all taxes, liens and assessments before the same shall become delinquent

Sellers upon execution of this Agreement shall make and execute in favor of the Purchasers a good and sufficient Warranty Deed conveying the above described premises to Purchasers and will place said Deed together with Purchaser's Policy of Title Insurance and the original copy of this Contract of Sale in escrow with the First Federal Savings and Loan Association of Klamath Falls, Klamath Falls, Oregon, hereby instructing said escrow holder that when and after Purchasers shall have paid the Sellers the balance of the 12

purchase price in compliance with the terms and conditions of this Agreement to deliver said documents to Purchasers.

Time shall be of the essence of this Agreement and if the Purchasers shall fail, refuse or neglect for a period of sixty (60) days to pay any of said installments, or shall fail to keep and perform any of the agreements herein contained, then the Sellers shall have the right to declare this Agreement null and void, and in such case all of the rights of the Purchasers in and to said premises and under this Contract, shall immediately and utterly cease and determine and the property herein described shall revert to and revert in the Sellers without any declaration of forfeiture or act of re-entry or without any act by the Sellers to be performed, and without any right of the Purchasers of reclamation or compensation for moneys paid or for improvements made, as absolutely and fully as if this Agreement had never been made and all moneys theretofore paid to the Sellers under this Contract shall thereupon be forfeited without process of law, and shall be retained by the Sellers as accrued and reasonable rent for said premises and as liquidated damages to the Sellers for the failure of the Purchasers to complete this Contract, and in such case said escrow holder is hereby instructed to deliver said Deed, Contract, and Title Insurance Policy upon demand to Sellers without notice to Purchasers.

In the event suit or any other action is required by Sellers to enforce any provisions of this Contract, including restoration of their rights in event of default of Purchasers, Sellers shall be entitled to reasonable attorney fees as the Court shall determine, including attorney fees upon appeal to the Supreme Court.

This Agreement shall bind and inure to the benefit of the parties hereto, and their respective heirs, executors, administrators and assigns.

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IN WITNESS WHEREOF, the said parties have hereunto set their hands and seals the day and year first above written.

Donald S. Laird (SEAL)
Seller

Katherine Laird (SEAL)
Seller

Howard C. Hassett (SEAL)
Purchaser

Mary A. Hassett (SEAL)
Purchaser

STATE OF OREGON,

County of Klamath

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 17th day of March, 1966, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named HOWARD C. HASSETT and MARY A. HASSETT, husband and wife,

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that their executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

One H. Ouel
Notary Public for Oregon.
My Commission expires 9/23/69

STATE OF MONTANA

County of Cascade

On this 17th day of March, 1966, before me, the undersigned, a Notary Public for the State of Montana, personally appeared DONALD S. LAIRD and KATHERINE LAIRD, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal the day and year in this certificate first above written.

(NOTARIAL SEAL)

Donald S. Laird
NOTARY PUBLIC for the State of Montana
Residing at Great Falls, Montana
My commission expires 9-15-68

STATE OF OREGON, COUNTY OF KLAMATH, OR

Filed for record at request of Howard C. Hassett
this 28th day of March, A.D. 1966 at 2:30 clock P.M., and
duly recorded in Vol. 1746, of Deeds on Page 2660

LAND SALES CONTRACT

DOROTHY ROGERS, County Clerk.

By James M. Keane