Valt. M-66 11338

CONTRACT OF SALE

THIS AGREEMENT, Made this 3rd day of Service National 1966, between Walter W. Buettgenbach and June Buetugenbach, bereinafter called the Seller and Gerald Duane Pressnall and Dolores R. Pressnall, husband and wife as tenants by the entirety, hereinafter called the Buyers,

WITNESSETH:

That in consideration of the stipulations herein contained, and the payments to be made as hereinafter specified, the Seller hereby agrees to sell and the Buyers agree to purchase, the following described real property, situated in the County of Klamath, State of Oregon, described as follows: Lot 3 in Block 1 of Mahn's Acres Subdivision, for the sum of (\$3,400) thirty four hundred dolars, on account of which (\$25) twenty five dollars, deposit has been paid and (\$475) four hundred seventy five dollars is to be paid on the execution hereof, and the remainder of (\$2,900) twenty nine hundred dollars, is to be paid to the Seller in the amount of (\$30) thirty dollars per month which includes 7% interest per annum, due on the first of bach month, beginning the month following the execution of this contract.

Buyers warrant that they have purchased the property solely upon their inspection and in its present actual condition and have not relied upon any warranties or representations made by the Seller or by any agent of the Seller. Buyers agree that they will comply with the building and use restrictions required by Klamath County Planning Commission in connection with said subdivision.

It is agreed that Buyers shall assume and agree to pay the real property taxes occuring to and assessed upon the above described property commencing with 1966-67 taxes and that are now a lien, but not yet payable.

And the Buyers, in consideration of the premises, hereby agree that they will pay for all public and municipal liens which may hereafter lawfully be imposed upon said premises, all promptly and before the same or any part thereof becomes due. In the event that the Buyers shall allow the taxes or other assessments upon said property to become delinquent or shall fail to remove any lien or liens imposed upon said property, the Seller, without obligation to do so, shall have the right to pay the amount due and to add said amount so paid to the principal remaining due under this agreement to bear interest thereon at the rate provided herein.

All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premisis. Existing timber shall not be cut or removed except as to provide actual space required for and limited to, the actual building site.

Seller agrees to furnish Buyers with a purchaser's policy of title insurance upon the completion of payment for said property.

Time is of the sence of this contract and Buyers covenant to promptly make all payments of property and interest when due and to otherwise fully and promptly perform their obligations under this contract, and in the event of default by Buyers upon any of the terms and conditions contained herein, Seller may upon thirty days written notice to the Buyers and providing said default continues during said thirty day period, declare this contract terminated and all of Buyers right, title and interest in the described property shall immediately cease. Seller shall be entitled to the immediate possession of said property, removing Buyers and their effects, and all payments theretofore made by Buyers to Seller and all improvements placed on the described property shall be retained by the Seller.

Seller may at his option, foreclose this contract by strict foreclosure in equity, and upon the filing of such suit all the Buyers right, title and interest in the property shall immediately cease.

The Buyers agree that failure by the Seller at any time to require performance by the Buyers of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said Seller of breach of any provision hereof be held to be a waiver of any succeeding breach of any provision, or as a waiver of the provision itself.

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

Dilayer R. Polismall Services Buyer

Sækker Buyer

200 200 DAY

Buxer Seller

June Buttgenbock

Ruyker Seller

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STATE OF CALIFORNIA,	The second se	tion in the constraint of the confidence of the
aris County of Los An	ngeles ss.	
	On	said State, personally appeared
	to be the person whose name ore Instrument, and acknowledged to me that WITNESS my hand and official seal.	The state of the contract of t
ACKNOW FROMENT CONTEST	PRINCIPAL OFFICE IN TRUITT PAPER	AME (TYPED OF PRINTED) FILE PUBLIC in and for said State.
I ACMONTED MENT-CENTRAL-	WOLCOTT FORM 233, REV. 11-62 My Commission Expires	May 11 1969
10 447 C (Individual)		· The second
STATE OF CALIFORNIA COUNTY OF Los Angeles	} ss.	Down Little to
On October 3, 1966 State, personally appeared Gerald D The state of the person S whose name S are to the within instrument and acknowledged that executed the same. WITNESS my hand and official seal.	pefore me, the undersigned, a Notary Public in and for sa Pressnall and Dolores R. Pressnall , known to n subscribed they OFFICIAL SEAL	
Signature And rule Name (Typed or Printed)	GERTRUDE J. RODDY NOTARY PUBLIC - CALIFORN PRINCIPAL OFFICE IN LOS ANGELES COUNTY (This area for official notarial seal	
STATE OF OREGON; COUNTY C	DE KLAMATHE on	# · · · · · · · · · · · · · · · · · · ·
Piled for record at request of this 27 day of October duly recorded in Vol. M-66, of Fee \$4.50	June Buettgenbach 1966 9: 15 o'clock M., and	H
Ret: June Juettgenbach 117 Via Colusa Gedondo Beach Calif. 90277		The second se

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