

A-18262

FORM No. 147—CONTRACT—REAL ESTATE—Partial Payments.

SC

11288

M-66

12757

THIS CONTRACT, Made the 24th day of December, 1966, between J. A. RUNNELL and HELEN MARIE RUNNELL, husband and wife, of the County of Klamath and State of Oregon, hereinafter called the first party, and DERRY FARM, a copartnership consisting of Richard E. Derry and Jerry E. Derry, of the County 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 hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Klamath, State of Oregon, to-wit:

West half of the Northwest quarter (W $\frac{1}{2}$ NW $\frac{1}{4}$) of Section 33, Township 40 South, Range 12 E.W.M. TOGETHER WITH one-half mile of portable sprinkler system.

SUBJECT TO contract and/or lien for irrigation and/or drainage; reservations, easements and rights of way of record and those apparent on the land; and rights of the public in and to any portion of the herein described property lying within the limits of any road or highway, and easements for public utilities.

for the sum of FIFTY THOUSAND Dollars (\$50,000.00) on account of which THIRTEEN THOUSAND Dollars (\$13,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of six per cent per annum from March 1, 1967, on the dates and in amounts as follows: The whole thereof, to-wit, \$37,000.00, on or before March 1, 1967, it being expressly understood and agreed that the unpaid balance shall accrue no interest save and except in the event of default, then interest shall commence to accrue at the rate of 6% per annum from the date of default.

First Parties at their expense shall furnish Second Party with a purchaser's policy of title insurance in the sum of \$50,000.00 covering said premises within ten days from the execution of this contract.

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 premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly 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 Dollars in a company or companies satisfactory to first party, and will have all policies of insurance on said property made payable to the first party as first party's interest may appear 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 at his expense and within days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party on or subsequent to the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements now of record. If any, First party also agrees that when said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said premises in fee simple unto the second party, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising 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.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance 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 the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the 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 revert and re-vest 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 the second party of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

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, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach of 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 context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

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

By Richard E. Derry (SEAL)
General Partner
20
By Helen Marie Runnell (SEAL)

[For notarial acknowledgment, see reverse]

