

67-239 12833

June 7 1894

SALE AGREEMENT

THIS AGREEMENT, Made and entered into this 8th day of June, 1966, by and between:

RAY LEE HUNSAKER, SR., and WAYVE NELL HUNSAKER,
husband and wife,

hereinafter called first parties, which term includes the heirs, successors, administrators, executors and assigns of said persons, and

JOHN MALESKA,

hereinafter called second party, which term includes the heirs, successors, administrators and executors of said person.

WITNESSETH:

That the first parties, for and in consideration of the covenants and agreements herein stated to be kept and performed by the second party, have agreed to sell and convey to the second party, and the second party has agreed to purchase and to pay to the first parties the sums of money hereinafter stated for the following described real property:

The following described real property situated in Klamath County, Oregon:

Beginning at the most Southerly corner of Lot 5 in said Block 21; thence Northwesterly along the Northeasterly line of Martin Street, a distance of 50 feet to the most Westerly corner of Lot 6 in said Block 21; thence North-easterly along the line between Lots 6 and 7 in said Block a distance of 50 feet; thence Southeasterly parallel with Martin Street, a distance of 50 feet; thence Southwesterly along the line between Lots 5 and 4 in said Block a distance of 50 feet to the point of beginning.

The whole purchase price of said property which the second party is to pay to the first parties is the sum of THREE THOUSAND AND NO/100 DOLLARS (\$3, 000. 00), which shall be paid as follows:

\$1, 000. 00 in cash, upon the execution and delivery of this agreement, receipt of which is hereby acknowledged by the first parties;

\$ 50. 00 or more, on or before the 10th day of July, 1966; and
\$ 50. 00 or more, on or before the 10th day of each and every month thereafter, until the whole purchase price, together with accrued interest, has been fully paid.

DEARMOND, SHERMAN & BARBER
ATTORNEYS AT LAW
687 Court Street N.E.
Salem, Oregon

1895

Unpaid balances hereon shall bear interest from June 10, 1966, at the rate of five and one-half per cent (5-1/2%) per annum, payable on the 10th day of each and every month, commencing July 10, 1966, said interest payments to be included in the above-specified monthly payments.

The first parties shall pay taxes on the above-described real property up to and including the taxes for the tax year 1965-66, and the second party assumes and agrees to pay the taxes for the tax year 1966-67, and all taxes and assessments thereafter.

The existing fire insurance policies on the within described real property shall be pro rated by the parties hereto as of June 10, 1966, and thereafter, the second party agrees to keep the buildings upon said land insured at all times during the term of this agreement in the amount of the full insurable value thereof, in a company or companies satisfactory to the first parties, and payable to the first parties as their interest may appear, said policy or policies of fire insurance to be delivered to and held by the first parties, and which policy or policies shall include extended coverage.

The second party shall have possession of said real property on or before June 10, 1966, and shall thereafter maintain said property in good condition and repair, and shall make no improper use of said property, or any part thereof, and shall permit no lien to be made or filed against said property, or any part thereof, until the whole purchase price, together with accrued interest, has been fully paid, and shall pay all taxes and assessments which may be lawfully levied or assessed against said property before the same shall become delinquent, except the taxes to be paid by the first parties, as hereinabove provided; and if the second party shall fail to pay any taxes or charges, or any lien or encumbrance as above provided for, the first parties may at their option do so, and any payment so made shall be added to and become a part of the principal purchase price, and shall bear interest at the same rate as provided in this agreement, without waiver, however, of any right arising to the first parties for breach of covenant.

When the said whole purchase price, together with accrued interest,

DEARMOND, SHERMAN & BARBER
ATTORNEYS AT LAW
687 Court Street N.E.
Salem, Oregon

34

PAGE

2. Sale Agreement
Hunsaker, et ux - Maleska

1896

has been fully paid to the first parties by the second party, then the said first parties shall convey said real property to the second party by warranty deed, in fee simple, free and clear of all liens and encumbrances whatsoever, save and except such liens and encumbrances as may have been suffered or permitted by the second party on and after the execution of this agreement, and said deed shall be accompanied by an Owner's Title Insurance Policy in favor of the second party, insuring title as herein provided in the sum of \$3,000.00. In lieu of the aforementioned Owner's Title Insurance Policy, the first parties may, at any time during the term of this agreement, furnish a Purchaser's Title Insurance Policy to the second party, insuring him as to the title of the first parties as hereinabove set forth.

The first parties are the owners of the subject property as tenants by the entirety, and in the event of the demise of one of the said first parties, before final payment is received on this agreement, the surviving first party shall be entitled to the entire remaining balance of principal, interest and other accrued rights under this agreement as his or her sole and separate property.

This document is the entire, final and complete agreement of the parties hereto pertaining to the sale and purchase of the within described property, and supersedes and replaces all written and oral agreements heretofore made or existing by and between the parties or their representatives insofar as the within described property is concerned.

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 parties, after giving thirty (30) days' written notice, shall have the following rights: (1) To declare this agreement null and void; or (2) To declare the whole unpaid principal balance of said purchase price, with the interest thereon, at once due and payable; or (3) To foreclose this agreement by suit in equity; and in the election of

DEARMOND, SHERMAN & BARBER
ATTORNEYS AT LAW
687 Court Street N.E.
Salem, Oregon

35

3. Sale Agreement
Hunsaker, et ux - Maleska

1897

(1) above set forth, 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 property aforesaid shall revert and revest in the first parties without any declaration of forfeiture or act of re-entry, or without any other act by first parties 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. The parties hereto are expressly given the right to compel specific performance of any or all of the covenants herein contained.

In case suit or action is instituted to enforce any of the rights or provisions expressed in this agreement, the parties not prevailing agree to pay the prevailing parties' costs and disbursements related to said proceedings, and such sum as the Court may adjudge reasonable for the prevailing parties' attorney's fees.

The second party agrees that failure by the first parties at any time to require performance by the second party of any provision hereof shall in no way affect first parties' right hereunder to enforce the same, nor shall any waiver by said first parties of any breach of any provision hereof be held to be a waiver of any succeeding breach of the same or any other provision of this agreement.

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

Ray Lee Hunsaker (SEAL)
Ray Lee Hunsaker, Sr.

Wayne Nell Hunsaker (SEAL)
Wayne Nell Hunsaker
FIRST PARTIES

John Maleska (SEAL)
John Maleska
SECOND PARTY

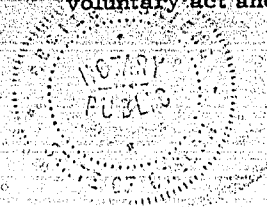
DEARMOND, SHERMAN & BARBER
ATTORNEYS AT LAW
687 Court Street N.E.
Salem, Oregon

36

1898.

STATE OF OREGON)
County of Klamath) ss.:

On this 8th day of June, 1966, personally appeared the within
named RAY LEE HUNSAKER, SR., and WAYVE NELL HUNSAKER,
husband and wife, and acknowledged the foregoing instrument to be their
voluntary act and deed.



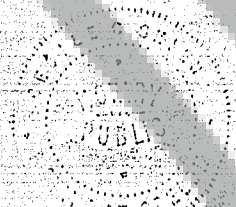
Before me:

Gail C. Shiers
Notary Public for Oregon
My commission expires:

MY COMMISSION EXPIRES OCT. 15, 1968

STATE OF OREGON)
County of Klamath) ss.:

On this 8th day of June, 1966, personally appeared the within
named JOHN MALESKA, and acknowledged the foregoing instrument to be
his voluntary act and deed.



Before me:

Gail C. Shiers
Notary Public for Oregon
My commission expires:

MY COMMISSION EXPIRES OCT. 15, 1968

STATE OF OREGON; COUNTY OF KLAMATH; ss.:

Filed for record at request of Oregon Title Co.
this 20 day of March A.D. 1967 at 8:11 o'clock P.M., and
duly recorded in Vol. M.67, of Decda on Page 1894
By DOROTHY ROGERS, County Clerk
Fee \$ 7.50

DEARMOND, SHERMAN & BARBER
ATTORNEYS AT LAW
687 Court Street N.E.
Salem, Oregon

PAGE 5. Sale Agreement
Hunsaker, et ux - Maleska

37