

15214

11-67 5256  
Vol. PageCONTRACT FOR SALE OF PROPERTY

47-838 R

Date THIS AGREEMENT, Made in triplicate this 17th day of

Parties July, 1967, between ETHEL M. HAMILTON, a widow woman, First Party and Seller, and EVA A. SHERMAN and CORA E. MIERS, both single, Second Parties and Buyers:

WITNESSETH:

Agreement to sell and to buy First Party hereby agrees to sell to Second Parties as tenants in common, and the latter agree to buy from the former, the following described real and personal property situated in the City of Malin, Klamath County, Oregon:

Description of property REAL PROPERTY:

Lots 18 & 19, Block A, RAILROAD ADDITION to the City of Malin, Klamath County, Oregon; EXCEPTING THEREFROM the Southerly 50 feet conveyed to City of Malin by Deed recorded in Vol. 89 at page 442 of Deed Records of Klamath County, Oregon.

SUBJECT TO: (A) The 1967-68 taxes and assessments now a lien against the property, but not yet payable; (B) Liens in favor of the City of Malin, if any.

PERSONAL PROPERTY IN THE DWELLING ON THE LAND:

1-Washer	1-Electric Range
1-Dryer	2-Bedroom Sets
1-Dining Table and 6 chairs	1-Davenport & Chair
1-Refrigerator	Wall-to-wall carpet in 5 rooms
1-Oil Heater	All of the Drapes

Total price The total agreed price for the realty is \$4,600.00 and for the personal property, \$2,000.00, making a total of \$6,600.00, on account of which \$5,000.00 has been paid down, leaving a balance of \$1,600.00, which Buyers agree to pay with interest in lawful money of the U.S.A. at First National Bank at Merrill, Oregon, in monthly installments as follows:

Down payment

Installments \$75.00, or more, including interest, on or before September 1, 1967, and a like payment on or before the first day of each month thereafter until the entire balance plus interest has been paid.

Interest Interest is at the rate of 6% per annum on the unpaid balance.

Grace period Interest starts August 20, 1967. Thirty days grace is allowed for making any monthly payment. Payments as made shall be applied on interest accrued to date of payment, and balance on principal.

SELLER FURTHER AGREES TO DO THE FOLLOWING:

- Title insurance
1. Furnish Buyers with Title Insurance Policy covering the realty in the amount of \$9,000.00 showing marketable title to the realty free and clear of all liens and encumbrances, with exceptions only as herein indicated, together with other usual exceptions appearing in policies covering property located in the City of Malin, Klamath County, Oregon.

6  
CHATBURN & BRICKNER  
ATTORNEYS AT LAW  
MERRILL, OREGON

ESCROW

2. Execute a good and sufficient Deed in warrant form conveying said realty to Buyers as tenants in common and deposit same in escrow with First National Bank of Oregon, Merrill, Oregon, or with some other escrow agent mutually agreeable, with instructions for delivery of the deed to Buyers when they have paid for the property in full as herein specified to be paid.

Possession

3. Give Buyers possession of property by August 20, 1967.

Taxes and Assessments

4. Taxes and assessments against the realty shall be prorated to August 20, 1967, Seller to pay such taxes and assessments prorated to that date, and Buyers the taxes and assessments prorated from that date.

BUYERS FURTHER AGREE TO DO THE FOLLOWING:

Payments to be made promptly

1. Make all payments called for herein not later than 30 days after due dates thereof, time being in all respects of the essence of this contract.

No liens to be filed against the property

2. Pay promptly, when same come due, all taxes, assessments and other charges hereafter imposed against the property, including that portion of the 1967-68 taxes prorated from August 20, 1967; and promptly pay all indebtedness incurred by their acts which might become a lien against the property, superior to rights of Seller. Buyers warrant that there are no judgments or liens against them or either of them.

No strip or waste, alterations, repairs, fire insurance to be maintained

3. Not to commit any strip or waste to the property, not to alter the premises without securing the consent of Seller; to keep the buildings now on the land, or which may be placed on the land, continuously insured against fire, with extended coverage, with loss payable to Seller and Buyers as their respective interests may appear in the amount of not less than \$7,900.00 and deliver policies to Seller; to keep the property in as good repair as received, usual wear and tear excepted; not to permit any liens to be filed against the property for repairs, labor or materials, and to notify Seller prior to making any repairs which might result in a lien being filed against the property; to pay Seller's reasonable attorney's fees, to be determined by the Court, in case of any suit of action to foreclose this contract, regain possession of the property, collect the debt hereby created, or any part thereof, or to enforce any of Seller's rights hereunder; not to permit any of the personal property to be removed from the premises without the consent of the Seller until at least \$5,000.00 has been paid on principal but with the understanding that one of the bedroom sets will be used by Albert Scott in his home in Clatsop County, California.

Seller may pay past due taxes &amp; other charges

It is agreed that should Buyers fail to keep the property clear of past due taxes, assessments or other charges imposed against the property, or should they fail to deliver fire insurance policies (above mentioned), then Seller, at her option, with or without notice and without waiver of default, may pay such taxes, assessments or other charges, or any part thereof, and may secure and pay for such fire insurance, or any part thereof, and any payments so made by Seller shall be immediately due and payable from Buyers to her, shall draw interest at the rate of 6% per annum until refunded to her, and shall be added to the unpaid balance of this contract.

8258

Title to remain  
in Seller

It is agreed that title to said realty shall remain in Seller until the total price for same has been paid in full, and that title to the personal property shall remain in Seller until after the unpaid balance of this contract has been reduced to not over \$5,000.00.

In case of  
default

Should Buyers default in making any payments called for herein or in the performance of any other of their obligations hereunder, then Seller may, at her option, declare this agreement null and void at any time such default continues, in which case the property, with right to re-enter and take possession of the same, shall immediately revert to and revert in Seller as absolutely as though this agreement had never been made, without refund or reclamation to Buyers for any payments made hereunder, or for any improvements made to the property, such payments and improvements, if any, to be considered, in such an event, as reasonable rent for the property and liquidated damages for breach of contract. The above mentioned remedies are not to be considered exclusive. In case of default by Buyers, Seller may pursue any remedy or remedies permitted by Law or in Equity. A default by Buyers in making any payment, or in any other particular, shall at option of Seller, cause the entire unpaid balance of this contract to become immediately due and payable.

Waiver

Waiver by Seller of any breach of any of the terms of this agreement shall not be a waiver of subsequent breaches, if any.

Heirs and  
assigns

This agreement shall extend to and bind the executors, administrators, successors, heirs and assigns of the respective parties hereto.

IN WITNESS WHEREOF, said parties hereto set their hands and seals.

Ethel M. Hamilton (SEAL)  
Ethel Hamilton

Cora E. Niers (SEAL)  
Cora E. Niers

Eva A. Sherman (SEAL)  
Eva A. Sherman

STATE OF CALIFORNIA )  
 ) ss.  
County of San Francisco )

On this 7<sup>th</sup> day of AUGUST, 1967, before me, BURTON J. PACORETTY, a Notary Public in and for said County and State, personally appeared Eva A. Sherman, single, known to me to be one of the persons whose names are subscribed to the within instrument, and acknowledged to me that she executed the same.

Burton J. Pacoretty  
Notary Public in and for the  
County of San Francisco, State  
of California  
My comm. expires 8/24/70

STATE OF OREGON )  
 ) ss.  
County of Klamath )

On this 9<sup>th</sup> day of August, 1967, before me, Thomas W. Chatburn, a Notary Public for Oregon, personally appeared the above named Ethel M. Hamilton and Cora E. Niers, two of the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

CHATBURN & BRICKNER  
ATTORNEYS AT LAW  
MERRILL, OREGON

Thomas W. Chatburn  
Notary Public for Oregon  
My comm. expires 12-21-69

STATE OF OREGON     )  
County of Klamath   ) ss.

6259

I certify that the within instrument  
was received for record on the 11  
day of August, 1967 at 11:30 o'clock  
A. M., and recorded in book 1-37  
on page 216, record of Deeds of  
said County.

Witness my hand and seal of said  
County affixed.

County Clerk and Recorder

By

*Gene Heaver*  
Deputy

After recording, please return to

Chatburn & Brickner  
Merrill, Oregon