

16325

7-20-67

67-989

This Agreement, made and entered into this 1 day of August, 1967 by and between JAMES W. BERG and CATHERINE BERG, husband and wife, hereinafter called the vendor, and DAVID C. GROVES and LINDA M. GROVES, husband and wife, hereinafter called the vendee, (it being understood that the singular shall include the plural if there are two or more vendors and/or vendees).

## WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

## REAL PROPERTY:

Lot 8, Block 71 of BUENA VISTA ADDITION, Klamath County, Oregon.

SUBJECT TO: Easements and rights of way of record, and those apparent on the land, and, the 1967-68 real property taxes and all future taxes and assessments.

## PERSONAL PROPERTY:

All that certain personal property more particularly described and set forth on Exhibit "1" which is attached hereto and by this reference made a part hereof.

at and for a price of \$ 15,000.00, payable as follows: to-wit: \$ 1,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 14,000.00 with interest at the rate of 6 % per annum from the date hereof payable in installments of not less than \$100.00 per month, inclusive of interest, the first installment to be paid on the 10 day of October 1967, and a further installment on the 10 day of every month thereafter until full balance and interest are paid.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the First Federal Savings & Loan Association of Klamath Falls

at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$ 13,500.00 with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by the respective parties hereto; that vendee shall pay regularly and seasonably and before the same shall become delinquent all ~~taxes~~ assessments, liens and incumbrances of whatsoever nature and kind, and, in the event Vendee shall fail to pay any of said liens, costs, charges, assessments, ~~taxes~~ encumbrances, or to procure and pay for said insurance, the Vendor may do so and any payment so made shall be added to and become a part of the debt secured by this agreement and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to Vendor for Vendee's breach of contract that Vendor shall pay the real property taxes as the same become due and upon proof of payment thereof to the escrow holder, said escrow holder shall add such amounts to the unpaid balance of this contract and the same shall bear interest at the rate aforesaid,

## Vendee

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrance whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property, upon the execution hereof.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above set forth.

which vendee assumes and will place said deed  
and a Purchaser's Policy of Title Insurance,

together with one of these agreements in escrow at the First Federal Savings & Loan Association of Klamath Falls at Klamath Falls, Oregon, hereby instructing said escrow holder that when, and if, the vendee shall have paid the balance of the purchase price and shall have in all other respects fully complied with all of the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

*Fatal / fə'tæl / shā'il / nō' ēēl / dāsīn / nātālēt / lēssē / bō' īn / ān / yād / Bībōyē / qf / tō' sōt / o'er / āny / m / bīs / rīght / tītū / ānd / An / jēst / by / pīd / tō' thē / pōyē / pōjēsēd / kēd / pūpēty / wīthōut / tēs / bōtāmān / Abē / wīkīn / cōspīn / m / Vēngē*

The Vendee further agrees that failure by the said Vendor at any time to require performance by the Vendee of any provision herein shall in no way effect his rights hereunder to enforce the same, nor shall any waiver of said Vendor of any breach of any provision be held to be a waiver of any such provision, or, as a waiver of the provision itself, or of any succeeding breach of any provision.

Real property taxes, fire insurance premiums and all other charges and assessments shall be prorated between the parties hereto as of the date hereof.

Vendee is hereby authorized to sell any part or all of the personal property set forth on said Exhibit "1" from time to time, as in their discretion deems advisable, provided, however, that the proceeds therefrom be applied forthwith to the unpaid balance of this agreement.

Vendee shall have the right to improve the improvement on said real property and to make any necessary changes or modifications in connection therewith, provided that they cause any expenses incurred thereon to be paid punctually when due.

PROVIDED FURTHER, time shall be of the essence of this agreement and if the vendee shall fail, refuse or neglect, for a period of 40 days, to pay either or any of said installments or any of said interest, promptly as the same become due, or shall fail to keep and perform any of the agreements herein contained, then all of the rights of the vendee in and to said property and under this contract shall at the vendor's option, immediately and utterly cease and determine, and the property hereinafter described shall revert to and remain in the vendor without any declaration of foreclosure or act of re-entry, or without any other act by the vendor to be done or performed and without any right of the vendee of reclamation or compensation for money paid or for improvements made on said property as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the vendor under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the vendor as the accrued and reasonable rent of said property from this date to the time of such forfeiture and the liquidated damages to the vendor for the vendee's failure to complete this contract, and in such case said escrow holder is hereby instructed to deliver said deed. Bill of Sale and Title Policy to vendor on demand for same, without notice to vendee. It being specifically understood that a breach of any provision hereinabove contained shall entitle vendor to strict foreclosure of this agreement without notice. In case suit or action is taken to enforce any provision of this agreement vendee agrees to pay, in addition to the costs and disbursements provided by law, such sum as the court may adjudge reasonable for vendor's attorney fees therein.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.

Vendors:

**Vendees:**

From the office of  
P. K. Puckett,  
Attorney at Law,  
First Federal Bldg.,  
Klamath Falls, Oregon

OREGON TITLE COMPANY OF KAMATO GUARANT

4374 A

STATE OF OREGON )  
 ) ss.  
COUNTY OF KLAMATH )

August 9, 1967

Personally appeared the above named DAVID C. GROVES and LINDA M. GROVES, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.  
BEFORE ME:

*Debra C. Sentry*  
Notary Public for Oregon  
My Commission expires: ~~9-28-69~~ 7-22-70

STATE OF WASHINGTON )  
 ) ss.  
COUNTY OF PIERCE )

August 11, 1967

Personally appeared the above named JAMES W. BERG and CATHERINE BERG, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.  
BEFORE ME:

*Debra C. Sentry*  
Notary Public for Washington  
My Commission expires: 12-30-70

STATE OF OREGON; COUNTY OF CLATSOP

Filed for record at request of Oregon Title Ins. Co.

this 15 day of Aug 1967 at 4:28'clock p M., and

duly recorded in Vol. M-67 of Deeds on Page 6373

Fee 4.50

DOROTHY ROGERS, County Clerk

By *Debra C. Sentry*