

REAL ESTATE CONTRACT

67-1053 R

THIS AGREEMENT, Made in duplicate this 15th day of

Date August, 1967, between THOMAS W. CHATBURN and MYRTLE ANN
 Parties CHATBURN, husband and wife, First Parties and Sellers, and
 RALPH FREED and PAULINE L. FREED, husband and wife, as
 Tenants by the Entirety, Second Parties and Buyers,

WITNESSETH:

Agreement to buy and to sell First Parties hereby agree to sell to Second Parties, and the latter agree to buy from the former, the following described property situated in the City of Klamath Falls, Klamath County, Oregon:

Description Lot 8 in Block 39 of Hot Springs Addition to the City of Klamath Falls, Oregon, according to the duly recorded plat thereof.

SUBJECT TO: The 1967-68 property taxes, now a lien against the property but not yet payable.

Total price The total price for the property is \$12,500.00 on account of which \$500.00 has been paid as earnest money. An additional sum of \$1,500.00, which represents the balance of the down payment shall be paid upon execution and delivery of this contract, leaving a balance of \$10,500.00, which Buyers agree to pay with interest in lawful money of the U.S.A. at Merrill, Oregon, as follows: \$88.60, or more, including interest, on or before October 15, 1967, and a like payment on or before the 15th day of each month thereafter until the entire balance, principal and interest, is fully paid.

Interest Interest is at the rate of 6% per annum on unpaid balances. Interest starts September 15, 1967.

Payments as made shall be applied first on interest accrued to date of payment and the balance on principal.

Possession It is understood that the property is now rented month to month by oral rental agreement to Kjell and Eleanor Bakke, husband and wife, and that the rent has been paid by them to September 15, 1967. Buyers may have possession of the property on said date of September 15, 1967, subject to said oral rental agreement to Kjell and Eleanor Bakke.

Proration of insurance and taxes Prepaid insurance premium and property taxes shall be prorated to said date of September 15, 1967.

SELLERS FURTHER AGREE TO DO THE FOLLOWING:

Title insurance 1. Within 30 days of date hereof, at their cost and expense, furnish Buyers with title insurance in the amount of \$12,500.00 showing marketable title to the realty, free and clear of all encumbrances, with exceptions only as herein indicated.

Escrow 2. Within 30 days from date hereof, execute a good and sufficient deed in Warranty form conveying the property to Buyers as Tenants by the Entirety and deposit same in escrow with Chatburn & Brickner, Merrill, Oregon, or with some other escrow agent mutually agreeable, with instructions to deliver said deed to Buyers or either of them when Buyers have performed all their obligations as specified to be performed herein.

BUYERS FURTHER AGREE TO DO THE FOLLOWING:

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| Payments to be made promptly | 1. Make all payments called for herein promptly, not later than 15 days after due dates thereof, time being in all respects of the essence of this agreement; promptly pay, when same come due, all taxes, assessments and other charges imposed against the property; maintain the property in as good condition and repair as the same now is in, or may be placed in, usual wear and tear excepted; not to make any material alterations to the buildings on the land without the consent of Sellers; and not to permit any liens to be filed against the property for improvements, repairs, replacements, labor or materials. |
| Pay taxes | |
| Alterations | |
| No liens filed against property | |
| Maintenance of the property | 2. Not to commit any strip or waste to the premises; not to assign, sell or transfer this contract or any interest in the property without first securing the written consent of Sellers; to keep the buildings on the land continuously insured against fire, with extended coverage, in an insurance company satisfactory to Sellers, in the amount of not less than \$10,000.00, with loss payable to Sellers and Buyers as their respective interests may appear, and deliver policies to Sellers; and to pay Sellers' reasonable attorney's fees, to be determined by the Court, in case of suit or action to foreclose this contract, collect any part of the sale price, regain possession of the property, or to enforce or protect any of Sellers' rights or interests hereunder. |
| Assignment | |
| Fire insurance | |
| Pay court costs in case of suit | |

Failure to pay taxes, assessments or other charges, or failure to deliver fire insurance policies

It is agreed that should Buyers fail to keep the property free and clear of past due taxes, assessments, liens, or other charges, or should fail to deliver fire insurance policy (or policies) as called for herein, then Sellers, at their option, with or without notice, and without waiver of default, may pay such past due taxes, assessments, liens or other charges, or any part thereof, and may secure and pay for such insurance, or any part thereof, and any payments so made by Sellers shall draw interest at the rate of 6% per annum until refunded, shall be immediately due and payable to Sellers, and shall be added to the unpaid principal balance of this contract.

In the event of Buyers' default

Waiver

Title to remain in Sellers until purchase price is fully paid

Default by Buyers hereunder, at option of Sellers, shall cause the entire unpaid balance of this contract to become immediately due and payable. Waiver by Sellers of any default or breach of the terms of this contract by Buyers shall not be a waiver of any subsequent or other breach or default, if any. It is agreed that title to said property shall remain in Sellers until the total purchase price, with interest, has been fully paid. Should Buyers default hereunder, Sellers, at their option may declare this agreement null and void at any time such default, if any, continues. In such an event, the property, with right of possession thereof, shall immediately revert to and revest in Sellers as absolutely as though this agreement had never been made, without refund or reclamation to Buyers for any payments or improvements made on or to the property, such payments and improvements in such an event to be reasonable rent for the property, and liquidated damages for breach of contract, at option of Sellers. The above mentioned remedies to Sellers (in case of Buyers' default) are not exclusive, but are in addition to all other remedies Sellers may have at Law or in Equity.

Joint tenants

Sellers shall receive all payments hereunder as Joint Tenants, with right of survivorship.

Costs

Buyers shall pay \$40.00 as their share of closing costs.

This agreement extends to and binds the executors, administrators, heirs, assigns and successors of the respective parties hereto.

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

Thomas W. Chatburn (SEAL)
Thomas W. Chatburn

Myrtle Ann Chatburn (SEAL)
Myrtle Ann Chatburn

Ralph Freed (SEAL)
Ralph Freed

Pauline L. Freed (SEAL)
Pauline L. Freed

STATE OF OREGON)
) ss.
County of Klamath)

On this 15th day of August, 1967, before me, Wilbur O. Brickner, a Notary Public for Oregon, personally appeared the above named Thomas W. Chatburn and Myrtle Ann Chatburn, husband and wife, and Ralph Freed and Pauline L. Freed, husband and wife, and acknowledged the foregoing Contract to be their voluntary act and deed.

Wilbur O. Brickner
Notary Public for Oregon
My commission expires 10-29-67

STATE OF OREGON; COUNTY OF KLAMATH; A

Filed for record at Oregon Title Insurance Co.
this 18 day of August A. D. 1967 3:51 P. M.
and recorded in Vol. M-67 Deeds 6457
Fee \$4.50 By Jan. H. H. H.