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10/16/66  
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CONTRACT OF SALE

THIS CONTRACT made this 16 day of December, 1966,  
between HAROLD E. KARDELL, JR. and MAUREEN V. KARDELL, husband and  
wife, hereinafter called the Sellers, and GILES R. PARISH and  
LA NELL B. PARISH, husband and wife, hereinafter called the  
Purchasers,

WITNESSETH:

That in consideration of the stipulations herein contain-  
ed and the payments to be made as hereinafter specified the Sellers  
hereby agree to sell to the Purchasers and the Purchasers agree to  
purchase from the Sellers the following described real estate  
situate in the County of Klamath, State of Oregon, to-wit:

The Northerly 106.125 feet of Lot 13 in  
Block 2 of SECOND ADDITION TO ALTAMONT  
ACRES, in Klamath County, Oregon,

for the sum of Nine Thousand Four Hundred Fifty and No/100 Dollars  
(\$9,450.00) payable as follows: monthly payments in the sum of  
One Hundred and No/100 Dollars (\$100.00) per month including in-  
terest at the rate of six per cent (6%) per annum on all unpaid  
balances; said interest to commence December 12, 1966, and a like  
payment on the 12th day of each and every month thereafter until  
the full amount of principal and interest shall have been paid;  
all or any part of said purchase price may be paid at any time.

It is provided that the aforesaid payments shall be made  
to the order of the Sellers at the First National Bank of Oregon,  
South 6th Street Branch, Klamath Falls, Oregon.

It is also provided that the Purchasers shall pay the  
taxes, liens, and assessments upon the aforesaid property before  
the same shall become delinquent and shall keep the premises in-  
sured against loss by fire for a sum not less than the balance due  
Sellers hereunder with loss payable to Sellers up to the balance

1 due hereunder. Purchasers agree to assume all irrigation and  
2 sewer assessments which may exist at the date of the signing of  
3 this Contract of Sale.

4 Sellers, upon execution of this Contract, will make and  
5 execute in favor of Purchasers a good and sufficient Warranty Deed  
6 conveying the above described real property to them and place said  
7 Deed together with Purchasers' Title Policy and the original of  
8 this Contract of Sale in escrow with the First National Bank of  
9 Oregon, South 6th Street Branch, Klamath Falls, Oregon.

10 Sellers do hereby further instruct the escrow holder  
11 that when and after the Purchasers shall have paid the balance of  
12 the purchase price in compliance with the terms of this Contract  
13 that all documents held in escrow shall be delivered to the  
14 Purchasers.

15 Purchasers shall be entitled to the above described  
16 premises on or before December 12, 1960.

17 Purchasers further agree that in the event of default  
18 they shall be deemed as tenants holding over by force waiving  
19 demand or written notice and subject to immediate forcible entry  
20 and detainer action.

21 Time shall be of the essence of this Contract and if the  
22 Purchasers shall fail, refuse or neglect for a period of thirty  
23 (30) days to pay any of said installments, or shall fail to keep  
24 and perform any of the agreements herein contained, then the  
25 Sellers shall have the right to declare this Contract null and  
26 void, and in such case all of the rights of the Purchasers in and  
27 to said premises and under this Contract, shall immediately and  
28 utterly cease and determine and the property herein described  
29 shall revert to and revest in the Sellers without any act of re-  
30 entry or any declaration of forfeiture or without any act by the  
31 Sellers to be performed, and without any right of the Purchasers  
32

RAMIREZ & HOOTS  
ATTORNEYS AT LAW  
514 WALNUT STREET  
KLAMATH FALLS, OREGON 97601  
TELEPHONE 864-9275

1 of reclamation or compensation for moneys paid or for improvements  
 2 made, as absolutely and fully as if this Contract had never been  
 3 made and all moneys theretofore paid to the Sellers under this  
 4 Contract shall thereupon be forfeited without process of law, and  
 5 shall be retained by the Sellers as accrued and reasonable rent  
 6 for said premises and as liquidated damages to the Sellers for the  
 7 failure of the Purchasers to complete this Contract, and in such  
 8 case said escrow holder is hereby instructed to deliver said Deed,  
 9 Contract and Title Insurance Policy upon demand to Sellers without  
 10 notice to Purchasers.

11 In the event suit or any other action is required by  
 12 Sellers to enforce any provisions of this Contract, including re-  
 13 storation of their rights in event of default of Purchasers,  
 14 Sellers shall be entitled to reasonable attorney fees as the Court  
 15 shall determine, including attorney fees upon appeal to the  
 16 Supreme Court.

17 This Agreement shall bind and inure to the benefit of the  
 18 parties hereto, and their respective heirs, executors, administra-  
 19 tors and assigns.

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

22  
 23 Harold E. Kardell, Jr. (SEAL)  
 24 Harold E. Kardell, Jr., Seller  
 SSgt, USAF, AF28772705

25 ~~STATE OF~~ )  
 U.S. NAVAL STATION, ss.  
 26 ~~COUNTY OF~~ )  
 KEFLAVIK, ICELAND

27 BE IT REMEMBERED that on the 21 day of December, 1966,  
 28 before me, the undersigned ~~Commissioner of the State of Alaska~~ and ~~for said County~~ and  
 29 State, personally appeared the within named HAROLD E. KARDELL, JR.,  
 30 who is known to me being the identical individual described within  
 this instrument and who executed said instrument and acknowledged  
 to me that he executed the same freely and voluntarily.

31 IN TESTIMONY WHEREOF, I have hereunto set my hand and

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CONTRACT OF SALE

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1 notarial seal the day and year last above written.

2 (NO SEAL REQUIRED  
PURSUANT TO 10 USC 936)

3 (Official Seal)

*H. N. Monroe*  
H. N. MONROE, LCDR, USN, 605186  
~~NOTARY PUBLIC FOR~~ Law Specialist  
~~NOTARY PUBLIC FOR~~

4  
5  
6 *Maureen V. Kardell* (SEAL)  
Maureen V. Kardell, Seller

7 STATE OF OREGON )  
8 ) ss.  
9 County of Klamath )

10 BE IT REMEMBERED that on the 16<sup>th</sup> day of December, 1966,  
11 before me, the undersigned Notary Public in and for said County and  
12 State, personally appeared the within named MAUREEN V. KARDELL, who  
13 is known to me being the identical individual described within this  
instrument and who executed said instrument and acknowledged to me  
that she executed the same freely and voluntarily.

14 IN TESTIMONY WHEREOF, I have hereunto set my hand and  
notarial seal the day and year last above written.

15  
16 (Official Seal)

*H. N. Monroe*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 5-17-69

17  
18  
19 *Giles R. Parish* (SEAL)  
Giles R. Parish, Purchaser

20  
21  
22 *La Nell B. Parish* (SEAL)  
La Nell B. Parish, Purchaser

23  
24  
25 STATE OF OREGON; COUNTY OF KLAMATH; ss.

26 Filed for record at request of *Maureen V. Kardell*  
27 this 23rd day of August, 1966, at Medford, Oregon  
28 duly recorded in Vol. 1117, of County of Klamath on August 23, 1966.

29 *Dorothy Rogers*  
DOROTHY ROGERS, County Clerk

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*return to*  
*Giles R. Parish*  
*P.O. Box 87 - T.F.*

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