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THIS CONTRACT, Made this 28 day of June, 1967, between  
 Ted Emery and Gladys L. Emery, Husband and wife  
 hereinafter called the seller, and Dean F. Palmer and Jeanette M. Palmer, Husband  
 and wife, hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made  
 as hereinafter specified, the seller hereby agrees to sell to the buyer and the buyer agrees to purchase from the  
 seller, the following described real estate, situate in the County of Klamath  
 State of Oregon, to-wit:

East one half of the North east quarter of Section 29 and the West  
 one half of the North west one quarter of Section 28, Township 27  
 South, Range 10 East, W. M.

for the sum of Eight thousand and -----no/100 Dollars (\$ 8,000.00 )  
 (hereinafter called the purchase price) on account of which Fifty and -----no/100  
 Dollars (\$ 50.00 ) is paid on the execution hereof (the receipt of which is  
 hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in  
 amounts as follows, to-wit:

July 15, 1967 the sum of two thousand and no/100 dollars.  
 The Buyer agrees to pay the remainder of said purchase price  
 (to-wit: \$5,950.00) to the order of the Seller in monthly  
 installments of not less than Sixty and no/100 dollars each  
 month payable on the first day of each month hereafter be-  
 ginning with the month of August 1967 and continuing until  
 said purchase price is fully paid.

All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of Six  
 per cent per annum from August 1, 1967 until paid, interest to be paid monthly and to be included in  
 the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the  
 date of this contract.

The buyer shall be entitled to possession of said lands on August 1, 1967, and may retain such possession so long as  
 he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter  
 erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's  
 and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any  
 such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which here-  
 after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at buyer's expense, he will  
 insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount  
 not less than \$ None in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as  
 their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any  
 such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added  
 to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to  
 the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-  
 suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,  
 save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when  
 said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said  
 premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances  
 since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal  
 liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the  
 payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then  
 the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of  
 said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases,  
 all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the  
 possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in said seller without any act  
 of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for money paid  
 on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case  
 of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said  
 premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to  
 enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances  
 thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect  
 his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof be held to be a waiver of any suc-  
 ceeding breach of any such provision, or as a waiver of the provision itself.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the  
 court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singu-  
 lar pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall  
 be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals in duplicate on this, the  
 day and year first above written.

Ted Emery (SEAL)  
 Gladys L. Emery (SEAL)  
 10. Dean F. Palmer (SEAL)  
 Jeanette M. Palmer (SEAL)

\*Strike whichever phrase not applicable.  
 [For notarial acknowledgment, see reverse]



**RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS:**

DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE
6/28/67				50 00	7950						
7/13/67				1903 47	6046 53						
8/4/67				50 00	5996 53						
8/31/67		29 98	9/1/67	10 00	5956 51						
10/5/67		29 98	10/1/67	40 32	5916 19						

# CONTRACT

(FORM No. 704)

STEVENS-NESS LAW PUB. CO. PORTLAND, ORE.

**BETWEEN**

**Ted Emery and Gladys L.**

Emery, Husband and Wife.

Address.....

AND

Dean F. Palmer and Jeanette

M. Palmer, Husband and Wife

Address 8924 Poplar Ave.

85666 mmmmmmmmm

Dated \_\_\_\_\_ 19\_\_\_\_

Lot..... Block.....

**Addition** ..... **Block** .....

.....

STATE OF OREGON,

County of Klamath ss.

I certify that the within instrument was received for record on the

16 day of October, 1967,  
10-07

at 10:07 o'clock A.M., and recorded

in book M-67 on page 7991

Record of Deeds of said County.

Witness my hand and seal of  
County affixed.

County annexed.

Dorothy Rogers

By *Miss Ryl.*  
County Clerk—Recorder.

Fee: 3.00 Deputy.

**AFTER RECORDING RETURN TO**

Red Boney

Box 223

Silvan Lake, Ont. 97638

STATE OF OREGON,

County of \_\_\_\_\_

On this..... day of ....., 19.....,  
before me, the undersigned, a notary public in and for said county and state, personally appeared the within  
named .....

known to me to be the identical individual..... described in and who executed the within instrument and acknowledged to me that..... executed the same freely and voluntarily.

*IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed  
my official seal the day and year last above written.*

*Notary Public for Oregon.*

My commission expires.....