

22621

VOL 116 PAGE 3978

68-356

CONTRACT OF SALE

THIS AGREEMENT, made this 30th day of March, 1968,
between JAMES F. LAWS and DAPHNA M. LAWS, husband and wife,
hereinafter called the Sellers, and JOSEPH MICHAEL HOHMAN and
BEVERLY ANN HOHMAN, husband and wife, hereinafter called the
Buyers,

WITNESSETH:

That in consideration of the stipulations herein con-
tained, and the payments to be made as hereinafter specified,
the Sellers hereby agree to sell, and the Buyers agree to
purchase, the following described real property situated in
Klamath County, State of Oregon, to-wit:

Lots 1, 2, 3, the Southeasterly 40 feet of Lots
4 and 5, and the Southeasterly 20 feet of Lot 6,
Block 2, ORIGINAL TOWN OF LINKVILLE, now City of
Klamath Falls, Oregon, in the City of Klamath
Falls, Klamath County, Oregon

for the sum of Eight Thousand Five Hundred and no/100ths
(\$8,500.00) Dollars, on account of which One Thousand Five
Hundred and no/100ths (\$1,500.00) Dollars is paid on the
execution hereof, the receipt of which is hereby acknowledged,
and the remainder of Seven Thousand and no/100ths (\$7,000.00)
Dollars to be paid to the Sellers at First Federal Savings and
Loan Association, Klamath Falls, Oregon, with interest thereon
from March 26, 1968, at the rate of 7 percent per annum, at the
dates and in the amounts as follows:

- A- Not less than Ninety Five and no/100ths (\$95.00)
Dollars per month, including interest at 7% per
annum; first payment to be made on the 20th day
of April, 1968, and a like amount on the 20th
day of each and every month thereafter until the
whole amount, both principal and interest is
fully paid.
- B- Buyers shall have the right at any time to prepay
any part or all of the balance due hereunder, with-
out penalty of interest. In the event Buyers shall
prepay part of said balance, they shall be excused
from the regular monthly payments due hereunder to
the extent of such prepayments.

Buyers shall be entitled to possession of said premises within thirty (30) days of the date of closing of this transaction.

Buyers warrant that they have purchased the property solely upon their own inspection and personal knowledge and in its present actual condition and have not relied upon any warranties or representations made by the Sellers or by any agent of the Sellers.

Sellers warrant and represent to the Buyers that they are lawfully seised in fee simple of the above premises free from all incumbrances except that certain Trust Deed, including the terms and provisions thereof, dated July 26, 1965, recorded July 27, 1965, in M-65 at page 375, given to secure the payment of \$5,500.00, with interest thereon and such future advances as may be provided therein, executed by James F. Laws and Daphna M. Laws, husband and wife, to Oregon Title Insurance Company, trustees for beneficiary, Ernest R. Sessom and Doris C. Sessom, husband and wife; by an instrument dated September 26, 1967, and recorded October 16, 1967, in M-67 at page 7982, the beneficiaries in this Trust Deed assigned their interest to Mable L. Bishop, a single woman, and the Sellers herein covenant that they will make all payments due on said Trust Deed.

Sellers further warrant and represent to the Buyers that they will make all payments on the above mentioned incumbrance as the same fall due, and that in the event of their failure so to do, Buyers shall have the right to make such payments and take credit on this contract at the Buyers' option, or in the alternative, Buyers may give written notice to the Sellers of such deficiencies and in the event of the Sellers' failure to remedy said deficiencies within thirty (30) days after receipt of such written notice, Buyers shall have the right to rescind this contract and recover the moneys paid thereon.

Sellers specifically warrant and covenant that Buyers shall be entitled to peaceful and uninterrupted possession of the above described premises so long as the Buyers comply with their obligations under this contract.

It is understood and agreed between the parties hereto that should there be any contracts, mortgages, liens, judgments, or other incumbrances outstanding which Sellers have entered into or incurred during or prior to this contract, Buyers shall have the right upon default by Sellers in payment thereof to make such payments and to apply the payments as part payment on this contract.

It is agreed between the parties that all the taxes, if any, shall be prorated as of the 26th day of March, 1968.

It is further agreed that all the buildings now erected on said premises will be kept insured by the Buyers in favor of the Sellers against loss or damage by fire in an amount equal to the full insurable value of the improvements located upon the aforementioned premises, in a company or companies satisfactory to the Sellers, and the Buyers will have all policies of insurance on said property made payable to the Sellers as their interests may appear; and the Buyers will deliver all policies of insurance on said premises to the Sellers as soon as insured.

The Buyers, in consideration of the premises, hereby agree that they will pay for all public and municipal liens which may hereafter lawfully be imposed upon said premises, promptly and before the same or any part thereof becomes past due. In the event that the Buyers shall allow the taxes or other assessments upon said property to become delinquent, or shall fail to remove any lien or liens imposed upon said property, the Sellers without obligation to do so, shall have the right

1976

to pay the amount due and to add said amount so paid to the principal remaining due under this agreement, to bear interest thereon at the rate provided herein.

All improvements placed on the premises shall remain, and shall not be removed before final payment is made for the said above described premises.

Sellers agree to furnish Buyers with a Purchaser's Policy of Title Insurance upon the execution of this agreement, showing good and merchantable title in the Sellers as of the date of this contract.

In case the Buyers, their legal representatives or assigns shall pay the several sums of money aforesaid punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the Sellers shall give unto the Buyers, their heirs or assigns, upon request at First Federal Savings and Loan Association, Klamath Falls, Oregon, a good and sufficient warranty deed of conveyance conveying said premises in fee simple, free and clear of incumbrances as of the date of this contract.

Time is of the essence in this contract, and the Buyers covenant to promptly make all payments of principal and interest when due and to otherwise fully and promptly perform their obligations under this contract, and in the event of default by the Buyers upon any of the terms and conditions contained herein, Sellers may, upon thirty (30) days written notice to the Buyers, and providing said default continues during said thirty (30) day period, declare this contract terminated and at an end, and upon such termination, all of the Buyers' right, title, and interest in and to the described property shall immediately cease. Sellers shall be entitled to the immediate

3927

possession of the described property, they may forcibly enter and take possession of said property, removing the Buyers and their effects, and all payments theretofore made by Buyers to Sellers, and all improvements or fixtures placed on the described property shall be retained by the Sellers as liquidated damages. OR:

Sellers may at their option foreclose this contract by strict foreclosure in equity, and upon the filing of such suit, all of the Buyers' right, title and interest in and to the above described property shall immediately cease, Sellers shall be entitled to the immediate possession of said property, they may enter forcibly and take possession of said property, removing the Buyers and their effects, and all payments theretofore made by Buyers to the Sellers, and all improvements or fixtures placed upon the described real property shall be forfeited to the Sellers as liquidated damages. Such right to possession in the Sellers shall not be deemed inconsistent with the suit for strict foreclosure, but shall be in furtherance thereof, and in the event Buyers shall refuse to deliver possession upon the filing of such suit, Buyers by the execution of this contract consent to the entry of an interlocutory order granting possession of the premises to the Sellers immediately upon the filing of any suit for strict foreclosure without the necessity of the Sellers posting a bond, or having a receiver appointed. OR:

Sellers shall have the right to declare the entire unpaid principal balance of the purchase price, with interest thereon at once due and payable, and in such event, Sellers may either bring an action at law for the balance due, thereby waiving the security, or in the alternative, may file suit in equity for such unpaid balance of principal and interest and have the property sold at judicial sale, with the proceeds thereof

3978

applied to the court costs, attorney's fees, and the balance due the Sellers, and may recover a deficiency judgment against the Buyers for any unpaid balance remaining thereon.

In addition to the aforementioned remedies, Sellers shall have any and all other remedies under the law.

In case suit or action is instituted to enforce any of the provisions of this contract, the prevailing parties shall be entitled to such sums as the Court may adjudge reasonable as attorney's fees in said suit or action, in addition to costs and disbursements provided by statute.

The Buyers further agree that failure by the Sellers at any time to require performance by the Buyers of any provision hereof shall in no way affect the Sellers' right hereunder to enforce the same, nor shall any waiver by said Sellers of the breach of any provisions hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

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

James F. Law

James M. Law

SELLERS

X Mr. Joseph Michael Hobson

X Mr. J. Michael Hobson

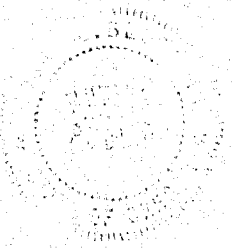
X Mrs. Beverly Hobson

BUYERS

X Mrs. Beverly Ann Hobson

STATE OF OREGON
COUNTY OF KLAMATH
March 30, 1968

Personally appeared the above named James F. Laws
and Daphna M. Laws, husband and wife and Joseph Michael
Hohman and Beverly Ann Hohman husband and wife, and
acknowledged the foregoing instrument to be their voluntary
act. Before me:



Edgar J. Blodgett
Notary Public for Oregon
My Commission expires: June 20, 1969

STATE OF OREGON, } ss
County of Klamath }

Filed for record at request of

Transamerica Title Ins Co
on this 2 day of May A. D. 1968
at 2:42 o'clock A. M. and duly
recorded in Vol. 468 of Records
Page, 3973

DOROTHY ROGERS, County Clerk

By *Cynthia Rogers* Deputy

Fee 10.50

Return: To "BLODGETT REALTY"
Rt. 1 Box 920
KLAMATH FALLS, OREGON
97601

50