

68-451 RHP

REAL ESTATE CONTRACT

DATE

THIS AGREEMENT, Made in duplicate this first day of April, 1968, between THOMAS J. LACEY and MARY MARIE LACEY, Husband and Wife, as tenants by the entirety, First Parties and Sellers, and DONNIE D. HEATON and MARGARET C. HEATON, Husband and Wife, also as tenants by the entirety with right of survivorship, Second Parties and Buyers,

WITNESSETH:

AGREEMENT

First Parties agree to sell to Second Parties, and the latter agree to buy from the former, the following described real property situated in Klamath County, Oregon:

DESCRIPTION

Lot 8 in Block 19 of Original Town of Merrill, according to the Official Plat thereof on file in the records of Klamath County, Oregon;

SUBJECT TO: Liens of the City of Merrill, if any; and Mortgage, including the terms and provisions thereof, dated February 8, 1956, recorded February 16, 1956 in Mortgage Volume 169 at page 53, given to secure the payment \$5,500.00, with interest thereon and such future advances as may be provided therein, executed by George F. McKee and Oma S. McKee, husband and wife, to First Federal Savings and Loan Association of Klamath Falls, Oregon, a Corporation, which Mortgage with interest thereon to April 1, 1968, Buyers assume and agree to pay.

PRICE

The total price for said realty is \$8,000.00, on account of which \$500.00 has been paid down. In addition, Buyers assume and agree to pay the above described Mortgage against said property in the amount of \$2,211.75, leaving a balance of \$5,288.25 which Buyers agree to pay as follows:

\$1,000.00, or more, plus interest on or before August 15, 1968, and
\$1,000.00, or more, plus interest on or before August 15th of each year thereafter until said balance plus interest has been paid in full.

INTEREST

Interest is at the rate of 6% per annum on unpaid balances. Interest starts April 1, 1968. Payments as made shall be applied first upon interest accrued to date of payment, and balance on principal.

GRACE

Thirty (30) days grace is allowed for making any monthly payment.

POSSESSION & PRORATION

Buyers took possession of the property April 1, 1968. Property taxes and fire insurance premium shall be prorated to April 1, 1968.

SELLERS FURTHER AGREE TO DO THE FOLLOWING:

TITLE INSURANCE

1. At their cost, and within 30 days from date hereof, furnish Buyers with Purchasers' Title Insurance Policy showing marketable title to the realty, clear of all liens and encumbrances, with exceptions only as herein indicated.

CHATBURN & BRICKNER
ATTORNEYS AT LAW
MERRILL, OREGON

DEED IN ESCROW

2. Convey the realty to Buyers by good and sufficient Deed in Warranty form, and deposit said Deed in Escrow with First Federal Savings & Loan Association, Klamath Falls, Oregon, with instructions for delivery of said deed to Buyers, or to either of them, when the property is paid for in full.
3. Permit Buyers to retain possession of the property so long as they do not default hereunder.

BUYERS FURTHER AGREE TO DO THE FOLLOWING:

MAKE PAYMENTS PROMPTLY

1. Make all payments called for herein promptly, not later than 30 days after due dates thereof, time being of the essence of this contract.

TAXES & ASSESSMENTS

2. Promptly pay before same become delinquent, all taxes, assessments and other charges hereinafter imposed against the property, and to keep the buildings on the land continuously insured against fire, with extended coverage, for not less than 3/4ths their full insurable value with loss payable to Sellers and Buyers as their respective interests may appear and deliver policies to Sellers upon their request.

NO LIENS TO BE FILED

3. Not to permit any liens to be filed against the property for labor, materials, repairs or improvements, and promptly pay all indebtedness incurred by their acts which might become a lien against the property superior to the rights of Sellers.

NO STRIP OR WASTE

4. Not to commit any strip or waste to the property; to maintain the property in as good condition as same now is in or may be placed in, usual wear and tear and damage by fire excepted; and to pay Sellers' reasonable attorney's fees, to be determined by the Court, in case of suit or action to foreclose this contract, regain possession of the property, collect the purchase price or any part thereof, or to enforce or protect any of Sellers' rights hereunder.

IN CASE BUYERS FAIL TO PAY TAXES OR OTHER CHARGES OR DELIVER FIRE INSUR.

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

WAIVER

It is agreed that waiver by Sellers of any breach or default on the part of Buyers hereunder shall not be a waiver of subsequent or other breaches or defaults (if any). Default hereunder by Buyers shall cause the entire unpaid balance of this contract to become immediately due and payable, at the option of Sellers.

IN CASE OF FIRE

It is agreed that should the buildings on the land be destroyed or damaged by fire or from any other cause covered by insurance, the insurance money received on account of such loss or damage shall be used for the immediate repair or replacements of the damaged or destroyed buildings, or at option of Buyers, such funds may be applied upon final payments of this contract.

TITLE TO
PROPERTY

It is agreed that title to said property shall remain in Sellers until the total purchase price, principal and interest, is paid in full. Should Buyers default hereunder, Sellers (at their option) may declare this agreement null and void at any time such default continues, in which event, the property, with right to possession of same, shall immediately thereafter 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, it being agreed that such payments and improvements (if any) are to be, in such an event, reasonable rent for the property and liquidated damages for breach of contract. In the event of Buyers' default hereunder, the above mentioned remedies to Sellers are not exclusive, but are in addition to all other remedies Sellers may have at law or in equity.

HEIRS &
ASSIGNS

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

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

Thomas J. Lacey
THOMAS J. LACEY

Donnie D. Heaton
DONNIE D. HEATON

Mary Marie Lacey
MARY MARIE LACEY

Margaret C. Heaton
MARGARET C. HEATON

STATE OF OREGON)
County of Klamath) ss

On this 13th day of May, 1968, before me, Thomas W. Chatburn, a Notary Public for Oregon, personally appeared Thomas J. and Mary Marie Lacey, husband and wife, and Donnie D. and Margaret C. Heaton, husband and wife, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Thomas W. Chatburn
Notary Public for Oregon
My comm. expires Dec. 21, 1969

STATE OF OREGON,)
County of Klamath) ss

Filed for record at request of

Transamerica Title Ins.

on this 20 day of May A. D. 19 68

at 9:58 o'clock A. M. and day

recorded in Vol. M68 of Deeds

Page 4500

DOROTHY ROGERS, County Clerk

By *Dorothy Rogers* Deputy

Fee: \$4.50

after recording,
return to

CHATBURN & BRICKNER
ATTORNEYS AT LAW
MERRILL, OREGON