

24578

No. 6492
PAGE

CONTRACT OF SALE

THIS AGREEMENT, Made this 2nd day of Oct. 1967, between
Walter W. Buettgenbach and June Buettgenbach, hereinafter called
the Seller and Joseph C. Henry, 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 and the Buyer agrees to purchase, the follow-
ing described real property, situated in the County of Klamath,
State of Oregon, described as follows: Lot 5 in Block 1 of Mann's
Acres Subdivision, for the sum of (\$3,200) thirty two hundred
dollars on account of which (\$500) five hundred dollars has been
paid, and the remainder of (\$2,700) twenty seven hundred dollars
to be paid to the Seller at the rate of seven percent (7%) per
annum, in the amount of (\$30) thirty dollars or more per month
due on the first of each month, beginning the month following
the execution of this contract.

Buyers warrant that they have purchased the property solely
upon their inspection and in its present actual condition and have
not relied upon any warranties or representations made by the Seller
or by any agent of the Seller. Buyers agree that they will comply
with the building and use restrictions required by Klamath County
Planning Commission in connection with said subdivision.

It is agreed that Buyers shall assume and agree to pay the
real property taxes, pro-rated as of Oct. 1, 1967, occurring to
and assessed upon the above described property commencing with the
fiscal year beginning July 1, 1967.

And 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, all promptly
and before the same or any part thereof becomes due. In the event
that the Buyer 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 Seller, without obligation to
do so, shall have the right 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 thereon shall remain, and shall not
be removed before final payment be made for said above described
premises. Existing timber shall not be cut or removed except as to
provide actual space required by, and limited to, the actual
building site.

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Seller agrees to furnish Buyer with a purchaser's policy of
Title Insurance upon the completion of payment for said property.

Time is of the essence of this contract and Buyer covenants
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 Buyer, upon any
of the terms and conditions contained herein, Seller may upon
thirty days written notice to the Buyer and providing said default
continues during said thirty day period, declare this contract
terminated and all of Buyer's right title and interest in the
described property shall immediately cease. Seller shall be
entitled to the immediate possession of said property, removing
Buyer and his effects, and all payments theretofore made by Buyers
to Seller and all improvements placed on the described property
shall be retained by the Seller. Seller may at his option, fore-
close this contract by strict foreclosure in equity, and upon the
filing of such suit all of the Buyers right, title and interest
in the property shall immediately cease.

And in addition to the aforementioned remedies, Seller
shall have any and all other remedies under the law.

The Buyers agree that failure by the Seller at any time to
require performance by the Buyers of any provision hereof shall in
no way affect this right hereunder to enforce the same, nor shall
any waiver by said Seller of breach of any provision hereof be held
to be a waiver of any succeeding breach of any 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.

Walter W. Buettgenbach
Seller Walter W. Buettgenbach

June Buettgenbach
Seller June Buettgenbach

Joseph C. Henry
Buyer Joseph C. Henry

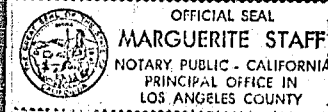
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KODAK SAFETY FILM

INDIVIDUAL ACKNOWLEDGMENT
State of California }
County of LOS ANGELES } SS. 6494

On this 30th day of June, 1968, before me,
the undersigned, a Notary Public in and for said Los Angeles County,
(SEAL) personally appeared Joseph C. Henry

known to me to be the person whose name is subscribed to the within
instrument, and acknowledged that he executed the same.
WITNESS my hand and official seal.
Notary Public in and for said Los Angeles County and State.
My commission expires MARGUERITE STAFF - NOTARY PUBLIC
My Commission Expires November 8, 1969



TO 447 C
(Individual)
STATE OF CALIFORNIA }
COUNTY OF Los Angeles } SS.

On October 2, 1967 before me, the undersigned, a Notary Public in and for said
State, personally appeared Walter W. Buettgenbach and June Buettgenbach

to be the person whose name is subscribed
to the within instrument and acknowledged that they
executed the same.
WITNESS my hand and official seal.

Signature Sandra Hughes
Name (Typed or Printed) SANDRA HUGHES
My Commission Expires January 24, 1971
(This area for official notarial seal)



STATE OF OREGON, } ss
County of Klamath }
Filed for record at request of
Joseph C. Henry
on this 17th day of July A. D. 1968
at 10:34 o'clock A. M. and duly
recorded in Vol. M-68 of Deeds -
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DOROTHY ROGERS, County Clerk
By Beverly J. Hayden Deputy
Fee 4.50

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