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Agreement for the Purchase and Sale of Real Estate

THIS AGREEMENT, made and executed in duplicate this 10th day of July, 1967,
between LARRY E. FALEY

hereinafter called SELLER,

and GEORGE W. Klement + MRS. Klement
of 2033 OVER HILL RD CONCORD CALIF. hereinafter designated as "BUYER."

WITNESSETH:

That the Seller, in consideration of the covenants and agreements hereinafter contained, to be first performed as a condition precedent by the Buyer, agrees to sell and convey unto the said Buyer, and the said Buyer agrees to buy, that certain real property described as follows, to-wit:

WEST 1/2 OF THE SOUTHWEST 1/4 OF
THE NORTH EAST 1/4 OF SECT. 5
TOWNSHIP 36 S RANGE 11 E - APPROX. 20 AC.
SPRINGUE RIVER AREA - County of
KLAMATH STATE of OREGON.

Subject to PRO. Ratio of taxes and/or assessments for the fiscal year 1967-1968, and thereafter coming due and also subject to all conditions, restrictions, reservations, easements and/or right of way of record affecting said property.

THE PURCHASE PRICE for which the Seller agrees to sell and the Buyer agrees to buy property is the sum of TWO

THOUSAND NINE HUNDRED + FIFTY Dollars (2950.00) lawful money of the United States, which sum Buyer agrees to pay Seller at Pasadena, California, or at such other place or places as Seller may hereinafter from time to time designate, as follows:

FIFTY Dollars (\$ 50.00) in cash upon the execution and delivery of this Agreement, the receipt thereof being duly acknowledged, and the balance of said sum in installments as follows:

FIFTY Dollars (\$ 50) or more, on or before DEC. 15, 1967, and FIFTY Dollars

(50), on or before the 15th day of each and every calendar month thereafter, including interest on the unpaid

balance at the rate of NONE 0 per cent per annum, until paid months thereafter or until said principal and interest have been paid in full. Each payment shall be credited first on interest then due and the remainder on principal. In the event any payment, when made, is more than fifteen (15) days past due, Buyer agrees to pay the sum of three (\$3.00) dollars as a service and bookkeeping charge.

TAXES for the previous fiscal year of approx \$20. amounted to \$.

THE BUYER HEREBY AGREES, during the term of this Agreement and any extension or renewal thereof, to pay promptly when due all taxes, assessments and charges of every kind and nature now or hereafter assessed, levied, charged or imposed against or upon said realty. Upon failure by the Buyer to so pay said taxes, assessments and charges, the Seller shall have the right to pay the same, together with any and all costs, penalties and legal percentages which may be added thereto. The amounts so paid or advanced, with interest thereon at the rate of seven per cent (7%) per annum from the date of advancement until repaid, shall be secured hereby and shall be repaid by said Buyer to said Seller on demand, and failure by the Buyer to repay the same with such interest within thirty (30) days from such demand by the Seller shall constitute a default under the terms of this Agreement.

THE BUYER AGREES to keep all buildings now on, or that may hereafter be placed on, said realty insured against loss by fire to the amount required by, and in such insurance companies as may be satisfactory to, the Seller, with appropriate clauses protecting the Seller as his interest may appear.

THE BUYER AGREES that he will at all times during the term of this Agreement, and any extension or renewal thereof, keep said realty free of all liens and encumbrances of every kind or nature except such as are caused or created by the Seller. The Buyer agrees to keep the premises in as good a state and condition as a reasonable amount of use and wear thereof will permit (damage by the elements excepted).

THE SELLER RESERVES the right to enter upon said realty at any time during the term of this Agreement for the purpose of examining the same. No building or improvement placed or constructed on said realty shall be removed without the written consent of the Seller. IT IS FURTHER AGREED that time is of the essence of this Agreement and that full and timely performance by the Buyer of his obligations hereunder is and shall be a condition precedent to his right to a conveyance hereunder. Should default be made in the payment of any installment of principal or interest when due, or in any other term or provision of this Agreement, and should such default remain uncured for a period of thirty (30) days after written notice from Seller to Buyer of the existence of such default, then Seller may declare this Agreement terminated and of no further force and effect, and Buyer shall thereafter occupy said premises as a tenant at sufferance only and shall remove himself and his property from said premises forthwith upon demand.

THE PARTIES AGREE that, in the event of such uncured default on the part of the Buyer, it would be impracticable and extremely difficult to fix Seller's actual damage and Seller shall, therefore, retain all payments theretofore made by Buyer as liquidated damages for Buyer's breach of this Agreement and Buyer shall not otherwise be liable to Seller for damages for such breach. In the event it becomes necessary for Seller to retain the services of an attorney to enforce this Agreement, or any rights arising thereunder, Buyer shall pay Seller's reasonable attorney's fees and costs therefor.

NO WAIVER of the breach of any of the covenants or conditions of this Agreement by the Seller shall be construed to be a waiver of any succeeding breach of the same or other covenants or conditions of this Agreement. No delay or omission of the Seller in exercising any right, power or remedy herein provided in the event of default shall be construed as a waiver thereof or acquiescence therein, nor shall the acceptance of any payments made in a manner or at a time other than as herein provided be construed as a waiver of, or variation in, any of the terms of this Agreement.

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THE SELLER AGREES within a reasonable time after Buyer's compliance with all the terms and conditions hereof and the surrender of this Agreement, to execute and deliver to the Buyer a good and sufficient Deed conveying said property to the buyer subject only to encumbrances herein mentioned and to such other encumbrances as are not caused or created by the Seller.

The Buyer agrees not to transfer or assign this contract or any interest herein without the written consent of the Seller first having been secured to such proposed assignment.

IN WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SELLERS
Larry Haley
 Subscribed and sworn to before me this
12th day of Dec, 1968
 Address Danvers, Kuberski
 In and for the County of Los Angeles, and State of California

BUYERS
George W. Klement
Berkeley D. Klement
 Address 2033 Overhill Rd
Concord, California
94520 ZIP CODE

FRANCES M. KUBERSKI
 Notary Public - California
 My Commission Expires Jan. 5, 1969
 PRINCIPAL OFFICE IN
 LOS ANGELES COUNTY

Agreement
 For the Purchase and Sale
 of Real Estate

STATE OF OREGON, } ss
 County of Klamath }
 Filed for record at request of
George W. Klement
 on this 2nd day of January, A. D. 1969
 at 2:16 o'clock P. M. and duly
 Recorded in Vol. M-69 of Deeds
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DOROTHY ROBERTS, County Clerk
Charles E. Roberts
 TO
George W. Klement
2033 Overhill Rd
Concord, California
 Dated 12-18-1968
 Fee \$3.00

(NOTE: The marital status of the parties to any assignment must be shown and if Assignor is married the wife or husband must also sign.) Assignments must be in duplicate.

ASSIGNMENT

Pasadena, California, _____, 19____

For value received, _____ do hereby grant and assign to

all _____ right, title and interest in and to the foregoing Agreement and in and to the property therein described.

ASSIGNEE'S ACCEPTANCE

The undersigned assignee named in the Assignment of the foregoing Agreement, hereby approves, accepts and agrees to perform the same subject to all the terms, covenants and conditions thereof.

Address _____

SELLER'S CONSENT

owner of the real estate described in the foregoing Agreement, hereby consents to the foregoing assignment, without warranty express or implied, as to the sufficiency thereof, or as to the interest, if any, assigned thereby or as to the existence or non-existence of any prior assignment, lien, encumbrance or other disposition of said Agreement or real estate not endorsed thereon.

By _____

By _____

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