

30089

VOL 114 PAGE 1775

AGREEMENT OF SALE

THIS AGREEMENT, Made and entered into this 1 day of MARCH, 1969, by and between BERT W. BIEDERMAN and HELEN ELIZABETH BIEDERMAN, husband and wife, herein called "sellers", and CRATER LAKE POTATO DISTRIBUTORS, INC., an Oregon corporation, herein called "buyer";

W I T N E S S E T H:

Sellers agree to sell to buyer and buyer agrees to buy from sellers the following-described real property situated in Klamath County, Oregon, to-wit:

That portion of the W1NW1SE1/4, Section 12, Township 39 S., R. 9 E.W.M., lying northerly of an extension of the southerly boundary of buyer's property lying adjacent to and easterly of said land and containing 6.42 acres, more or less,

at and for the total purchase price of TWELVE THOUSAND AND NO/100 DOLLARS, payable as follows: \$3,480.00 (including the earnest money heretofore paid by buyer to sellers) upon the execution of this agreement, the receipt of which is acknowledged by sellers, and the balance of said purchase price shall bear interest from the date hereof at the rate of 6% per annum and shall be payable, together with the interest accrued thereon, on January 10, 1970.

Buyer shall be entitled to possession of said property upon the execution of this agreement.

Buyer covenants and agrees to pay all taxes, assessments and other charges against said property accruing after the date of this agreement.

Prior to January 10, 1970, sellers will provide buyer with a preliminary title report covering said real property and a form of warranty deed for its approval, and sellers shall have 30 days thereafter in which to cure any defects in the title to said property which may appear on said preliminary report.

Upon payment of the full purchase price and interest provided for herein, sellers covenant and agree to provide buyer with good

and sufficient warranty deed conveying a fee simple title to said premises and title insurance in the amount of \$12,000.00 showing good marketable title in buyer, free of all incumbrances except those apparent on the ground.

In the event suit or action is instituted to compel performance of the terms hereof or to recover any payment of principal or interest provided for herein, the party prevailing in such suit or action, or on any appeal thereon, shall be entitled to recover from the other party, in addition to the costs and disbursements allowed by law, a reasonable sum to be set by the court for the prevailing party's reasonable attorney fee.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed the day and year first hereinabove written.

Bert W. Biederman
Helen Biederman
 CRATER LAKE POTATO DISTRIBUTORS,
 INC.
 By Karl F. Dehlinger Pres

STATE OF OREGON)
 County of KLAMATH) ss.

Personally appeared the above-named BERT W. BIEDERMAN and HELEN ELIZABETH BIEDERMAN, husband and wife, known to me to be the identical persons described as sellers in the within Agreement of Sale, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me this 1 day of March, 1969.

Tom Allen
 NOTARY PUBLIC FOR OREGON
 My commission expires 4/25/71

STATE OF OREGON)
 County of KLAMATH) ss.

Personally appeared KARL F. DEHLINGER, who, being first duly sworn, did say that he is the President of CRATER LAKE POTATO DISTRIBUTORS, INC., an Oregon corporation, and that said Agreement of Sale was signed in behalf of said corporation by authority of its Board of Directors, and he acknowledged said instrument to be its voluntary act and deed.

Before me this 1 day of March, 1969.

Tom Allen
 NOTARY PUBLIC FOR OREGON
 My commission expires 4/25/71

1777

STATE OF OREGON,
County of Klamath,
Filed for record at request of
JOHN F. Smith, Attorney
on this 11 day of March, A.D. 1969,
at 3:50 o'clock P.M. and duly
recorded in Vol. M-69 of Deeds
Pages 1775-1777
Wm D. McNEZ County Clerk
By [Signature] Deputy
Fee \$4.50

[Handwritten signatures and notes]

Ret to: H. J. Smith
538 Main
K. Falls, Oregon 97601

STATE OF OREGON,
County of Klamath,
This instrument was duly recorded and filed for record in the County of Klamath, Oregon, on this 11 day of March, A.D. 1969, at 3:50 o'clock P.M. and duly recorded in Vol. M-69 of Deeds, Pages 1775-1777.

STATE OF OREGON,
County of Klamath,
This instrument was duly recorded and filed for record in the County of Klamath, Oregon, on this 11 day of March, A.D. 1969, at 3:50 o'clock P.M. and duly recorded in Vol. M-69 of Deeds, Pages 1775-1777.

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