

# Agreement of Sale

*Not* This Agreement, made and entered into in Klamath County, Oregon, this day of ~~December~~ *January* 19~~68~~ *69*, by and between LYLE A. HAAS and LOIS M. HAAS, husband and wife, herein called "seller," and JAMES F. BAKKILA and CAROLINE G. BAKKILA, husband and wife, herein called "buyer";

WITNESSETH:

Seller agrees to sell to buyer and buyer agrees to buy from seller all of the following described property situate in Klamath County,

State of Oregon, to-wit:

The N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$ , cr. Lot 20, Section 4, SAVE AND EXCEPTING the following-described tract heretofore sold to John W. Scott by deed recorded in Book 94, Page 405, Deed Records of Klamath County, Oregon, as follows: Beginning at a point on the Southerly line of said Lot 20 and the Westerly line of The Dalles-California Highway in Section 4, Township 36 S., R. 7 E.W.M.; thence Northerly and parallel with the Westerly line of The Dalles-California Highway, 208.7 feet; thence due West 208.7 feet; thence South and East parallel with The Dalles-California Highway 208.7 feet; thence due East 208.7 feet to the point of beginning. SUBJECT TO: (1) Acreage and use limitations under provisions of the United States Statutes and regulations issued thereunder. Liens and assessments of Modoc Point Irrigation District, and regulations, contracts, easements and water and irrigation rights in connection therewith. (2) Rights of the public in and to any portion of said premises lying within the limits of roads and highways. (3) Right of Way, including the terms and provisions thereof, conveyed by William B. Barnes and Ava M. Barnes, his wife, to The California Oregon Power Company, dated March 30, 1923, recorded April 3, 1923, in Deed Volume 61, Page 34, over the N $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 4, Township 36 S., R. 7 E.W.M.,

at and for a total price of FOURTEEN THOUSAND AND NO/100 DOLLARS, payable as follows: \$1,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged by seller; the balance of \$13,000.00 shall bear interest from the date hereof at the rate of 6 percent per annum and said balance shall be payable in monthly installments of \$125.00 or more, including the accrued interest upon said balance; the first installment to be paid on the 1st day of February 19~~68~~ *69* and a further installment on the 1st day of each month thereafter until the balance and interest are paid in full.

Buyer agrees to make the payments specified above promptly on the dates above named to the order of seller at 1st Fed. Sav. & Loan Assoc.; to keep said premises at all times in as good condition as the same now are; to maintain all improvements now on, or which may hereafter be placed on said premises until the entire purchase price has been paid; and agrees that he will keep said premises insured in company or companies approved by seller against loss or damage by fire in a sum not less than \$13,000.00 with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by

~~seller;~~ that buyer shall pay regularly and seasonably, and before the same shall become delinquent, all taxes, assessments, liens, incumbrances and charges of whatsoever nature and kind and buyer agrees not to suffer or permit any part of said premises to become subject to any tax liens, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the seller in and to said property.

Buyer shall be entitled to possession of said premises on January 2, 1969.

Seller will contemporaneously make and execute in favor of buyer good and sufficient warranty deed conveying a fee simple title to said premises free and clear as of the date hereof of all incumbrances whatsoever, except as above stated.



An executed copy of this agreement, together with the executed **warranty**

deed of seller,

shall be placed in escrow at **FIRST FEDERAL SAVINGS & LOAN ASSOCIATION OF KLAMATH FALLS, OREGON.**

Said escrow holder is instructed that when and if buyer shall have paid the balance of the purchase price and shall have in all other respects fully complied with all of the terms and conditions of this contract, said escrow holder shall deliver said instruments to buyer. Upon receipt of carbon copy of notice given by seller to buyer of buyer's default under this contract and the expiration of **10** days from the date of said notice, said escrow agent is instructed to surrender all of said documents to seller.

It is acknowledged that said property is subject to a certain mortgage given to the State of Oregon, acting by the Director of Veterans' Affairs, dated April 9, 1959, recorded April 10, 1959, in Volume 189, Page 209, Mortgage Records of Klamath County, Oregon, to secure the payment of \$14,200.00, and that said mortgage covers additional property. Buyers assume and agree to pay the sum of \$7,000.00 upon said mortgage; provided, however, that all payments of principal or interest made by buyers will be credited to and reduce the principal balance of the purchase price for said parcel provided for herein, and upon payment of said sum of \$7,000.00 upon said mortgage, the above-described real property shall be released from the lien of said mortgage.

It is understood and agreed between the parties hereto that time is of the essence of this agreement and if buyer shall fail, refuse or neglect, for a period of **30** days to pay any of said installments, or interest, promptly as the same become due, or shall fail to keep and perform any of the agreements herein contained, then seller, at his option may terminate said contract. Notice of seller's election to terminate this agreement shall be given in writing by seller to buyer at the address of buyer below, and **10** days after the date of said notice all rights of buyer in and to said property and under this contract shall utterly cease and determine, and the property herein described shall revert to, and revert in seller without any declaration of forfeiture or act of re-entry, or without any other act by the seller to be done or performed and without any right of the buyer of reclamation or compensation for money paid or for improvements made on said premises as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the seller under this contract shall thereupon be forfeited without process of law and shall be retained by and belong to the seller as the accrued and reasonable rent of said premises from this date to the time of such forfeiture and the liquidated damages to the seller for the buyer's failure to complete this contract, and in such case said escrow holder is hereby instructed to deliver said **documents** to seller on demand for same, upon being supplied with a carbon copy of said notice of termination. In case suit or action is taken to enforce any provision of this agreement buyer agrees to pay, in addition to the costs and disbursements provided by law, such sums as the court may adjudge reasonable for seller's attorney fees therein.

Heirs, successors, representatives and assigns of the parties hereto are hereby declared to be bound and benefited by the terms hereof.

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

*Lyle P. Hays* (SEAL)  
*Lewis M. Hays* (SEAL)  
*James F. S. [unclear]* (SEAL)  
*[unclear]* (SEAL)

This agreement, together with the documents mentioned herein, and the escrow instructions contained herein, are received and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

Prepared in the office of  
**H. F. SMITH**  
 ATTORNEY AT LAW  
 538 MAIN STREET  
 KLAMATH FALLS, OREGON

By

Ret. Lyle Hays -  
 Box 15  
 Brookings, Ore 97415



1790

FORM No. 615—ACKNOWLEDGMENT (INDIVIDUAL) (Uniform Acknowledgment Act.) 611 STEVENS-NEWS LAW PUB. CO., PORTLAND, ORE.

STATE OF Oregon } ss.  
County of Cusick }  
On this the 4th day of February, 1969, before me,  
the undersigned  
officer, personally appeared Lyle Haas & Lois Haas  
known to me (or satisfactorily proven) to be the person S. whose name S. subscribed to the  
within instrument and acknowledged that they executed the same for the purposes therein contained.  
In witness whereof I hereunto set my hand and official seal.  
Gladys V. Farnick  
My Commission Expires Oct. 22, 1972  
TITLE OF OFFICER

(EXCEPT FROM UNIFORM ACKNOWLEDGMENT ACT.)  
(1) If the acknowledgment is taken within this state or is made without the United States by an officer of the United States, no authentication shall be necessary.  
(2) If the acknowledgment is taken without this state, but in the United States, a territory or insular possession of the United States, the District of Columbia, or the Philippine Islands, the certificate shall be authenticated by a certificate as to the official character of such officer, executed, or if the acknowledgment is taken by a clerk or deputy clerk of a court, by the presiding judge of the court or, if the acknowledgment is taken by a notary public, by a clerk of a court of record of the county, parish or district in which the acknowledgment is taken.  
(3) If the acknowledgment is made without the United States and by a notary or a judge or clerk of a court of record of the country where the acknowledgment is made, the certificate shall be authenticated by a certificate under the great seal of the state of the country, attested by the custodian of such seal, or by a certificate of a diplomatic, consular or commercial officer of the United States accredited to that country, certifying as to the official character of such officer.

STATE OF OREGON,  
County of Klamath }  
Filed for record at request of  
Transamerica Title Ins. Co.  
on the 12th day of March A.D. 1969  
at 11:30 o'clock A. M. and duly  
recorded in Vol. M-69 of Deeds  
Page 1788  
By J. J. WILNE, County Clerk  
Fee \$4.50