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1 THIS AGREEMENT, made and entered into this 5th day of May, 1969, by and
2 between ROGER R. WEDNER and MURIEL EVONNE WEDNER, husband and wife, and HAROLD
3 D. MALONE and DELPHA I. MALONE, husband and wife, hereinafter called Vendors,
4 and LLOYD D. HOLLAND and LYNNELL HOLLAND, husband and wife, hereinafter called
5 the Vendees,

WITNESSETH:

6
7 Vendors agree to sell to the Vendees, and the Vendees agree to buy from
8 the Vendors, all of the following described property situate in Klamath County,
9 State of Oregon, to-wit:

10 Beginning at a point which lies N. 89 degrees 42' W. along the section
11 line, 2009.52 feet and S. 0 degrees 18' W. a distance of 20 feet from the
12 iron axle which marks the quarter section corner common to Sections 7 and
13 18, Township 38 South, Range 9 E.W.M., continuing S. 0 degrees 18' W.
14 387.37 feet; thence S. 89 degrees 42' E. parallel with the section line a
15 distance of 447.1 feet; thence S. 2 degrees 32' W. 784 feet, more or less,
16 to a point on the Northeasterly right of way of the Southern Pacific Rail-
17 road; thence following said right of way line of the railroad Northwesterly
18 to a point 20 feet South, measured at right angles to the section line
19 between Sections 7 and 18, said township and range; thence S. 89 degrees
20 42' E. parallel to and 20 feet Southerly from said Section line a distance
21 of 608.3 feet to the place of beginning.

22 ALSO the following described tract of land:

23 Beginning at an iron pin which is at the Northwest corner of the NE 1/4
24 of Section 18, Township 38 South, Range 9 E.W.M., and which is N. 89
25 degrees 42' W. a distance of 1320 feet from the quarter corner common to
26 Sections 7 and 18, Township and Range aforesaid, and running thence S. 2
27 degrees 32' W. a distance of 407.68 feet to a point; thence N. 89 degrees
28 42' W. a distance of 633.63 feet to a point; thence N. 0 degrees 18' E.
29 a distance of 407.37 feet to a point on the North section line of said
30 Section 18; thence S. 89 degrees 42' E. a distance of 649.52 feet, to the
31 point of beginning.

32 EXCEPT That portion conveyed to State of Oregon for Highway by deed
recorded in Deed Vol. 135 at page 573, Records of Klamath County, Oregon.

SUBJECT TO: Acreage and use limitations under provisions of United
States Statutes and regulations issued thereunder; contract and/or lien
for irrigation and/or drainage; conditions, including the terms and
provisions thereof as set forth in instrument recorded April 3, 1908
in Deed Vol. 24 at page 50, Records of Klamath County, Oregon, and to
rights of public in and to any portion of said property lying within the
limits of roads or highways.

This sale includes the Vendors' interest in the personal property on the
premises including all animals and portable buildings, except trailer-
houses, together with the assumed business name "DEERLAND PARK".

The total purchase price for said property is the sum of \$29,000.00,
payable as follows, to-wit: \$10,000.00 at the time of the execution of this
agreement, the receipt whereof is hereby acknowledged; \$10,223.69 by the

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1 assumption and payment of that certain contract dated September 1, 1964,
2 covering said real property, wherein Robert W. Weaver and Joyce I. Weaver,
3 husband and wife, are sellers, and the Vendors herein are buyers; and the
4 balance of \$8,776.31 with interest at the rate of 6% per annum from May 10,
5 1969 is payable in installments of not less than \$125.00 per month, inclusive
6 of interest, the first installment to be paid on the 1st day of June, 1969, and
7 a further installment on the 1st day of each month thereafter until twelve (12)
8 payments have been made. Thereafter, the then remaining balance shall be
9 payable in installments of not less than \$1,000.00 per year, plus said interest,
10 the first installment to be paid on the 1st day of June, 1971, and a further
11 installment on the 1st day of each June thereafter until the full balance and
12 interest are paid.

13 It is understood that the above mentioned Weaver contract, with deed, is
14 in escrow at the First National Bank of Oregon, Klamath Falls Branch, Klamath
15 Falls, Oregon, and Vendees hereby expressly assume and agree to pay the same
16 in accordance with the terms and conditions thereof and to hold Vendors
17 harmless therefrom, and it is further agreed that a default or breach of said
18 contract and escrow shall constitute a default of this contract.

19 Vendees agree to pay the payments due Vendors promptly on the dates
20 above named to the order of the Vendors at the Klamath Falls Branch of First
21 National Bank of Oregon; to keep said property at all times in as good condi-
22 tion as the same now are, and that no improvement now on or which may hereafter
23 be placed on said property shall be removed or destroyed before the entire
24 purchase price has been paid; that said property will be kept insured in a
25 company or companies approved by Vendors against loss or damage by fire in a
26 sum not less than full insurable value with loss payable to the parties as
27 their respective interests may appear, said policy or policies of insurance to
28 be held by proper parties, with copies to Vendors and Vendees; that Vendees
29 shall pay regularly and seasonably and before the same shall become subject to
30 interest charges, all taxes, assessments, liens and encumbrances of whatsoever
31 nature and kind, and agree not to suffer or permit any part of said property to
32 become subject to any taxes, assessments, charges or encumbrances whatsoever

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KLAMATH FALLS, ORE.

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1 having precedence over the rights of the Vendors in and to said property.

2 Vendees shall be entitled to the possession of said property immediately,
3 except for the family dwelling house which Vendors can hold until June 10, 1969,
4 and Vendors agree to remove the trailerhouses from the premises before June
5 10, 1969, and agree to care for the animals until June 10, 1969.

6 Vendors will on the execution hereof make and execute in favor of Vendees
7 a good and sufficient warranty deed conveying a fee simple title to said
8 real property free and clear as of this date of all encumbrances whatsoever,
9 except as set forth above which Vendees assume, and an assignment from Vendors
10 to Vendees of the above mentioned Weaver contract dated September 1, 1964 and
11 an amendment to the escrow instructions covering same, and will place said
12 deed, assignment and amendment, together with one of these agreements in
13 escrow at the Klamath Falls Branch of First National Bank of Oregon, and shall
14 enter into written escrow instructions in form satisfactory to said escrow
15 holder, instructing said escrow holder that when, and if, Vendees shall have
16 paid the balance of the purchase price due Vendors in accordance with the terms
17 and conditions of this contract, said escrow holder shall retain this contract
18 and an assignment from Roger R. Wedner and Muriel Evonne Wedner, husband
19 and wife, to Harold D. Malone and Delpha I. Malone, husband and wife, herein-
20 after mentioned, and place the other documents in said Weaver escrow dated
21 September 1, 1964, but that in case of default by Vendees said escrow holder
22 shall, on demand, surrender said instruments to Vendors.

23 In the event Vendees shall fail to make the payments aforesaid, or any of
24 them, punctually and upon the strict terms and at the times above specified,
25 or fail to keep any of the other terms or conditions of this agreement, time
26 of payment and strict performance being declared to be the essence of this
27 agreement, then Vendors shall have the following rights: (1) To foreclose this
28 contract by strict foreclosure in equity; (2) To declare the full unpaid
29 balance immediately due and payable; (3) To specifically enforce the terms of
30 this agreement by suit in equity; (4) To declare this contract null and void,
31 and in any of such cases, except exercise of the right to specifically enforce
32 this agreement by suit in equity, all of the right and interest hereby created

1 or then existing in favor of Vendees derived under this agreement shall utterly
2 cease and determine, and the premises aforesaid shall revert and revest in
3 Vendors without any declaration of forfeiture or act of reentry, and without
4 any other act by Vendors to be performed and without any right of Vendees of
5 reclamation or compensation for money paid or for improvements made, as
6 absolutely, fully and perfectly as if this agreement had never been made.

7 Should Vendees, while in default, permit the premises to become vacant,
8 Vendors may take possession of same for the purpose of protecting and preserv-
9 ing the property and their security interest therein, and in the event posses-
10 sion is so taken by Vendors, they shall not be deemed to have waived their
11 right to exercise any of the foregoing rights.

12 And in case suit or action is instituted to foreclose this contract or to
13 enforce any of the provisions hereof, Vendees agree to pay reasonable cost
14 of title report and title search, and such sum as the trial court may adjudge
15 reasonable as attorney's fees to be allowed plaintiff in said suit or action,
16 and if an appeal is taken from any judgment or decree of such trial court, the
17 Vendees further promise to pay such sum as the appellate court shall adjudge
18 reasonable as plaintiff's attorney's fees on such appeal.

19 Vendees further agree that failure by Vendors at any time to require
20 performance by Vendees of any provision hereof shall in no way affect Vendors'
21 right hereunder to enforce the same, nor shall any waiver by Vendors of any
22 breach of any provision hereof be held to be a waiver of any succeeding breach
23 of any such provision, or as a waiver of the provision itself.

24 Roger W. Wedner and Muriel Evonne Wedner, husband and wife, have assigned
25 their interest in this contract to Harold D. Malone and Delpha I. Malone,
26 husband and wife, concurrently herewith, and said Harold D. Malone and Delpha
27 I. Malone, husband and wife, are entitled to the entire unpaid balance of this
28 contract for the reason that Roger R. Wedner and Muriel Evonne Wedner, husband
29 and wife, received their payment for their interest in this contract on closing.

30 This agreement shall bind and inure to the benefit of, as the circum-
31 stances may require, the parties hereto and their respective heirs, executors,
32 successors, administrators and assigns.

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WITNESS the hands of the parties the day and year first herein written.

Harold D. Malone
Delpha I. Malone
Roger R. Wedner
Muriel E. Wedner
Vendors
Lloyd D. Holland
Lynnell Holland
Vendees

12 STATE OF OREGON)
13 County of Klamath) ss.

May 12, 1969

14 Personally appeared the within named ROGER R. WEDNER and MURIEL EVONNE
15 WEDNER, husband and wife, HAROLD D. MALONE and DELPHA I. MALONE, husband and
16 wife, and LLOYD D. HOLLAND and LYNNELL HOLLAND, husband and wife, and
17 acknowledged the foregoing instrument to be their voluntary act and deed.

18 Before me:

Ernest F. Jorda
NOTARY PUBLIC FOR OREGON
My Commission expires: 5-15-72

STATE OF OREGON,)
County of Klamath)
Filed for record at request of
Transamerica Title Ins. Co.
on this 13th day of May A.D. 1969
at 11:03 o'clock A.M. and duly
recorded in Vol. M-69 of Deeds
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Wm D. MILNE, County Clerk
By Maureen K. Lovestman Deputy
Fees \$7.50