

10771 Contract of Sale VOL 110 PAGE 3556

This Agreement, as of 31st day of December, 1969,
between MOUNT CALVARY CEMETERY ASSOCIATION OF KLAMATH COUNTY, OREGON

hereinafter called Vendor, and PAUL W. JONES and EDNA JONES, husband and wife, and
AKA Consuelo Jones
PAUL W. JONES, JR. and CONNIE JONES, husband and wife,
hereinafter called Purchaser, whose address is 421 Oak Street, Klamath Falls, Oregon 97601

WITNESSETH: Vendor agrees to sell to Purchaser and Purchaser hereby agrees to buy from Vendor, at the price and on the terms, covenants, conditions and provisions hereinafter contained, all of the following described property situate in the County of Klamath, State of Oregon, more particularly described as follows, to-wit:

Beginning at a point which is distant 1320 feet Easterly from the Section corner common to Sections 20, 29, 30 and 19 Township 38 South, Range 9 E.W.M. on Section line between Sections 20 and 29, and North 360 feet parallel to section line between Sections 19 and 20 to a point; thence North and parallel to Section line between Sections 19 and 20 a distance of 720 feet to a point which is the center of the Westerly terminal of Ashland Street, thence Westerly and parallel to Section line between Sections 20 and 29 a distance of 346 feet to State Highway; thence South along said State Highway a distance of 360 feet to a point; thence Southeasterly along State Highway to place of beginning; all in Section 20 Township 38 South, Range 9 E.W.M., and containing 4.29 acres more or less, excepting that portion shown in Book 95 of Deeds page 215, as sold to Klamath County, Oregon on April 30, 1931.

SAVING AND EXCEPTING the following described property:

A strip of land situate in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 20, T. 38 S., R. 9 E.W.M. being more particularly described as follows:

Beginning at the Northwest corner of that parcel conveyed on Page 215 of Volume 95 of the deed records of Klamath County; thence West along the northerly boundary of that tract of land conveyed on Page 146 of Volume 61 of the Klamath County Deed Records 5.3 feet, more or less, to an iron pin monument which is 40.0 feet westerly from the centerline of Biehn Street (formerly the Dalles-California Highway) as the same is presently located and constructed; thence S 0° 19' 30" W parallel to and 40.0 feet westerly from the said centerline of Biehn Street 635.3 feet, more or less, to an iron pin monument on the northerly boundary of Lakeport Blvd. as the same is presently located and constructed; thence S 44° 51' E along the northerly boundary of Lakeport Blvd. 12.7 feet to a point on the westerly boundary of that tract conveyed on Page 215 of Volume 95 of Klamath County Deed Records; thence North 644.3 feet, more or less, to the point of beginning. SUBJECT TO: Easements and rights of way of record and apparent thereon.

The purchase price of the property, which Purchaser agrees to pay is the sum of \$6,500.00, payable as follows:

- (a) The sum of \$100.00 which has been previously paid as earnest money;
- (b) The sum of \$900.00 which shall be paid upon execution hereof;
- (c) The remaining balance of \$5,500.00 plus any accrued interest shall be paid on or before December 15, 1971.

In addition to principal, Purchaser shall pay Vendor interest on the deferred balance of this contract at the rate of 7% per annum. Interest shall be paid quarterly, i.e., 15th day of April, July, October, and January of each year during the term of this contract, commencing April 15, 1970, and continuing until the full sum of principal and interest has been paid.

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Interest on all unpaid balances shall commence on March 15, 1970.

Purchaser shall have the privilege of prepaying the whole or part of the deferred principal balance at any time Provided, However, that any such prepayment shall be credited to principal and shall not operate to exclude Purchaser from making the regular quarterly interest payments provided for in this contract.

Upon payment of the entire purchase price for the property, as provided herein, and performance by Purchaser of all other terms, conditions and provisions hereof, Vendor shall forthwith execute and deliver to Purchaser a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as above provided and those placed upon the property or suffered by Purchaser subsequent to the date of this agreement.

GENERAL TERMS, COVENANTS, CONDITIONS AND PROVISIONS

Vendor shall furnish, at his own expense, a Purchaser's Title Insurance Policy insuring title to the above described real property in the amount of \$ 6,500.00.

Deleted

Deleted

Purchaser shall be entitled to possession of the above described real property on March 15, 1970.

Purchaser shall remain in possession so long as Purchaser is not in default hereunder. Purchaser shall and hereby agrees to keep said real property in clean, sanitary, slightly attractive condition; to commit no waste or otherwise damage or injure said premises; to maintain said premises in accordance with the laws and the ordinances and regulations of any constituted authority applying to said premises and to make no unlawful use thereof; to pay regularly and seasonably, and before the same shall become delinquent, all taxes, assessments, and charges levied and assessed against said real property, and to pay and discharge all encumbrances thereafter placed thereon by Purchaser; to permit no lien or other encumbrance to be filed upon or placed against said premises without the written consent of Vendor; and it is further understood and agreed, for the purposes of this provision, that if Purchaser fails to pay or discharge any taxes, assessments, liens, encumbrances, or charges, Vendor, at his option and without waiver of default or breach of Purchaser, and without being obliged to do so, may pay or discharge all or any part thereof all of which said sums so paid by Vendor shall become repayable by Purchaser, together with interest at the rate of 10 percent per annum, upon demand, payment of which is a condition to delivery of deed hereunder as part of the performance of this agreement by Purchaser.

If Purchaser shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Vendor shall, at his option, subject to the requirements of notice as herein provided, have the following rights:

- To foreclose this contract by strict foreclosure in equity;
- To declare the full unpaid balance of the purchase price immediately due and payable;
- To specifically enforce the terms of this agreement by suit in equity; and
- To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payments heretofore made upon said premises. Under option (d) all of the right, title and interest of Purchaser shall revert and revert in Vendor without any act of re-entry or without any other act by Vendor to be performed, and Purchaser agrees to peacefully surrender the premises to Vendor, or in default thereof, Purchaser may, at the option of Vendor, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided, for herein, until notice of said default has been given by Vendor to Purchaser, and Purchaser shall have failed to remedy said default within 30 days after the giving of the notice.

Vendor may appear in or defend any action or proceeding at law, in equity, or in bankruptcy, affecting in any way the security hereof, and in such event, Vendor shall be allowed and paid, and Purchaser hereby agrees to pay, all costs, charges and expenses, including costs of evidence of title or validity and priority of the security and attorney's fees in a reasonable sum, incurred in any such action or proceeding in which Vendor may appear, which shall bear interest at 8% from date of demand therefor. Failure of Purchaser to pay Vendor for such costs, charges, and expenses within 90 days from date of demand therefor shall constitute a breach of this contract.

If Purchaser shall fail to make payment as herein provided and said failure shall continue for more than 30 days after the payment becomes due, Purchaser shall be deemed to be in default and Vendor shall not be obligated to give notice to Purchaser of a declaration of said default.

Where notice in writing is required by Vendor to the Purchaser, such notice shall be deemed given when the same is deposited in the United States mail as Registered Mail, addressed to the address of Purchaser shown at the beginning of this agreement.

No waiver by Vendor of any breach of any covenant of this agreement shall be construed as a continuing waiver of any subsequent breach of such covenant nor as a waiver of any breach of any other covenant nor as a waiver of the covenant itself.

If suit or action is taken to enforce any agreement contained herein, Purchaser agrees to pay, in addition to costs and disbursements provided by law, such sums as the court, or courts, hearing said matter, may adjudge reasonable as Vendor's attorney's fees, including any fees on appeal, together with costs and disbursements provided by law. If this contract should be placed in the hands of an attorney or collector for collection of payment and no suit shall be filed hereon, Purchaser further agrees to pay the reasonable costs of collection of said payments.

This agreement contains the full understanding of the parties with respect to the subject hereof and no modification hereof shall be given effect unless the same be in writing subscribed by the parties hereto or their successors in interest.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto, and their respective successors, heirs, executors, administrators, and assigns. Provided, However, Purchaser shall not assign this agreement of his rights hereunder or in the property covered thereby without written consent of Vendor, which consent shall not be unreasonably withheld.

In construing this agreement, the singular shall include both the singular and the plural and the masculine both the masculine and feminine.

All deletions and insertions were made prior to execution hereof.

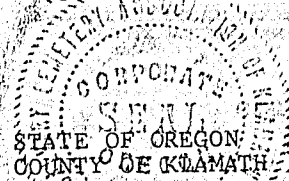
WITNESS the hands and seals of the parties hereto the day and year first above written.

Vendor MOUNT CALVARY CEMETERY
ASSOCIATION OF KLAMATH COUNTY, OREGON

By Rw. H. A. Murphy, Pres (SEAL)

By John A. Vaughn, Sec (SEAL)

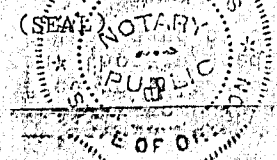
(CORPORATE SEAL)



STATE OF OREGON,
COUNTY OF KLAMATH ss.

Personally appeared John A. Vaughn, who, being first sworn, stated that he is the Secretary of grantor corporation and that the seal affixed hereto is its seal and that this instrument was voluntarily signed and sealed in behalf of the corporation by authority of its Board of Directors.

Before me:



STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 1st day of May, 1970, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named PAUL W. JONES, EDNA JONES, PAUL W. JONES, JR., and CONNIE JONES, Also known as CONSUELO JONES,

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

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Marie Owens
Notary Public for Oregon.
My Commission expires Jan. 27, 1973

Return Bruce Owens Reaction 520 Klamath Ave Klamath Falls Oregon 97601

FORM NO. 23 - ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

STATE OF OREGON, }
County of Klamath } ss.

3559

Filed for record at request of:
Klamath County Title Co.
on this 6th day of May A. D., 1970
at 9:24 o'clock A. M. and duly
recorded in Vol. M-70 of Deeds
Page 3556

WM. D. MILNE, County Clerk

By *Charles F. Hartman*
Fee \$6.00 Deputy

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