

NOV 24 3 44 PM 1970

46890 VOL 1172 PAGE 10503

LAND SALE CONTRACT

THIS AGREEMENT, made this 21st day of August, 1967,
by JOHN ZBINDEN, herein called "Vendor", and JACK DUCKWORTH and
GALENA MAE DUCKWORTH, husband and wife, herein called "Purchaser",

WITNESSETH:

Vendor agrees to sell to Purchaser and Purchaser
agrees to purchase that certain land, and all improvements
thereon, situated in Klamath County, State of Oregon, the legal
description of which is attached hereto, marked Exhibit "A",
and by this reference made a part of this contract.

1. PURCHASE PRICE AND TERMS: The purchase price of
the property which Purchaser agrees to pay shall be the sum of
\$80,000.00, payable as follows:

(a) The sum of \$500.00 as a down payment, the
receipt of which is hereby acknowledged by Vendor.

(b) The sum of \$5,000.00, payable on or before
August 1, 1968, all of said \$5,000.00 to be deducted from balance.
Purchaser shall have the right to pay between the date of this
instrument and August 1, 1968, such portions of the said \$5,000.00
as from time to time Purchaser desires, and said payments shall
be deducted from the said \$5,000.00. The interest accumulated
on any prepaid portion shall also be paid at the time of the
partial payment.

(c) Purchaser shall be obligated to pay only
interest on the remaining unpaid balance until January 1, 1973.
Interest shall be computed from October 1, 1967. Said interest
payments shall be made beginning October 1, 1968 and be paid
semi-annually thereafter on or before January 1 and July 1 of
each year.

Purchaser shall be entitled to repay not over
10% per year of the original contract price until January 1, 1973,

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RICHARD C. BEESLEY
ATTORNEY AT LAW
SUITE 201
FIRST FEDERAL SAVINGS AND LOAN BUILDING
535 MAIN STREET
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1 and shall thereafter be entitled to repay the entire unpaid
2 balance at his option.

3 (d) Beginning July 1, 1973, Purchaser shall pay
4 to Seller, the sum of \$3,225.00 together with interest at 5%
5 per annum on the unpaid balance, said payments to be made on
6 or before July 1 and January 1 of each year until the entire
7 purchase price is paid. Vendor shall deliver in escrow to
8 the Purchaser 2. Purchaser agrees to pay Vendor the sum of \$100.00
9 per month as and for rental for the within described property
10 beginning October 1, 1967 for a period of one year or until
11 Purchaser pays the said \$5,000.00 called for by subsection (b)
12 of Paragraph 1 of this contract, whichever is sooner.

13 3. TAXES. All taxes levied against the above-described
14 property for the current tax year shall be prorated between
15 Vendor and Purchaser as of the execution of this agreement, to
16 be paid by Purchaser at the time of closing this escrow.

17 4. POSSESSION. Purchaser shall be entitled to
18 possession of the premises on September 1, 1967.

19 5. WASTE. Purchaser shall not commit or suffer any
20 waste to the property, or any improvements thereon, or altera-
21 tions thereof, and shall maintain the property, and all improve-
22 ments thereon, and all alterations thereof in good condition
23 and repair.

24 6. TITLE INSURANCE. Upon payment of the entire
25 purchase price for the property, as provided herein, and perfor-
26 mance by Purchaser of all other terms, conditions, and provisions
27 hereof, Vendor shall deliver an Owner's Title Insurance Policy
28 insuring the Purchaser that he has a marketable title, free and
29 clear of liens and encumbrances, excepting matters contained
30 in usual printed exceptions in such title insurance policies, ease-
31 ments, conditions and restrictions of record, liens and encum-
32 brances herein specified, if any, and liens and encumbrances

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CONTRACT OF SALE

RICHARD C. BEESLEY
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SUITE 301
FIRST FEDERAL SAVINGS AND LOAN BUILDING
500 MAIN STREET
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1 placed upon the property or suffered by Purchaser subsequent to
2 the date of this agreement.

3 7. COVENANTS OF TITLE. Vendor covenants that he is
4 the owner of the above described property free of all encumbrances
5 except those of record.

6 8. ESCROW. As soon as practicable following the
7 execution of this agreement, Vendor shall deliver in escrow to
8 the United States National Bank, Klamath Falls, Oregon;

9 (a) A warranty deed to the property, free and
10 clear of all encumbrances, except as expressly specified therein,
11 said deed to be executed by Vendor with Purchaser as the grantee.

12 (b) An executed copy of this agreement.

13 9. INSTRUCTIONS TO ESCROW AGENT. The parties hereto
14 hereby instruct said escrow agent to receive for Vendor's account
15 the balance of the installment payments provided for herein.

16 Upon full payment of the principal and interest provided for
17 herein, the escrow agent shall deliver to Purchaser the Instru-
18 ments specified above. If Purchaser fails to pay any installment
19 before the expiration of thirty (30) days after the due date
20 thereof, the escrow agent is authorized to surrender to Vendor,
21 upon demand and without notice to Purchaser, all of the documents
22 specified to in the preceding Paragraph 8, thereby terminating
23 the escrow.

24 10. DEFAULT. In the event that Purchaser shall fail
25 to perform any of the terms of this agreement, time of payment
26 and performance being of the essence, Vendor shall, at his option,
27 subject to the requirements of notice as herein provided, have
28 the following rights:

29 (a) To foreclose this contract by strict foreclosure
30 in equity.

31 (b) To declare the full unpaid balance of the
32 purchase price immediately due and payable.

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RICHARD C. BEESLEY
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SUITE 301
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230 MAIN STREET
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1 (c) To declare this agreement null and void as of
2 the date of the breach and to retain as liquidated damages the
3 amount of the payment theretofore made upon said premises. Under
4 this option all of the rights, title and interest of Purchaser
5 shall revert and revest in Vendor without any act or re-entry or
6 without any other act by Vendor to be performed, and Purchaser
7 agrees to peaceably surrender the premises to Vendor, or in default
8 thereof Purchaser may, at the option of Vendor, be treated as
9 a tenant holding over unlawfully after the expiration of a lease
10 and may be ousted and removed as such.

11 Purchaser shall not be deemed in default for
12 failure to perform any covenant or condition of this contract,
13 other than the failure to make payments as provided for herein,
14 until notice of said default has been given by Vendor to Purchaser
15 and Purchaser shall have failed to remedy the said default within
16 20 days after the giving of a notice. Notice for this purpose
17 shall be deemed to have been given by the deposit in the mails of
18 a certified letter containing said notice and addressed to

19 Purchaser at If Purchaser shall
20 fail to make payment as herein provided and said failure shall
21 continue for more than 10 days after the payment becomes due,
22 Purchaser shall be deemed in default and Vendor shall not be
23 obligated to give notice to Purchaser of a declaration of said
24 default.

25 11. REPRESENTATIONS. Purchaser certified that this
26 contract of purchase is accepted and executed on the basis of
27 his own examination and personal knowledge of the premises and
28 opinion of the value thereof; that no attempt has been made to
29 influence his judgment; that no representations as to the condi-
30 tion of or repair of said premises have been made by Vendor or by
31 any agent of Vendor; that no agreement or promise to alter, repair,
32 or improve said premises has been made by Vendor or by any agent

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RICHARD C. BEESLEY
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SUITE 201
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1 of Vendor; and that Purchaser takes said property and the improve-
2 ments thereon in the condition existing at the time of this
3 agreement.

4 12. INSURANCE. Purchaser agrees to keep the buildings
5 on said premises insured against loss by fire or other casualty
6 in an amount not less than \$21,000 with loss payable to the parties
7 hereto (and also to mortgage if appropriate) as their interests
8 appear at the time of loss with priority in payment to Vendor.
9 Any amount received by Vendor under the Insurance in payment of
10 a loss shall be applied upon the unpaid balance to the extent of
11 the amount of the insurance payment received by Vendor. All
12 insured losses shall be borne by Purchaser, on or after the date
13 Purchaser becomes entitled to possession. Purchaser agrees to
14 pay to seller the amount of premium presently prepaid and
15 unearned, at the time of closing of this escrow.

16 13. WAIVER. Failure by Vendor at any time to require
17 performance by Purchaser of any of the provisions hereof shall
18 in no way effect Vendor's rights hereunder to enforce the same,
19 nor shall any waiver by Vendor of any breach hereof be held to
20 be a waiver of any succeeding breach, or a waiver of this non-
21 waiver clause.

22 14. ASSIGNMENT. Any assignment by Purchaser of this
23 agreement, or any or all of these rights hereunder, and any
24 lease by Purchaser of said property, or any part thereof, shall
25 be inoperative and void, unless Vendor shall assent thereto in
26 writing.

27 15. SUCCESSOR INTERESTS. The covenants, conditions
28 and terms of this agreement shall extend to and be binding upon
29 and inure to the benefit of the heirs, administrators, executors,
30 and assigns of the parties hereto, provided, however, that nothing
31 contained in this paragraph shall alter the restrictions herein-
32 above contained relating to assignment.

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LAND SALE CONTRACT

RICHARD C. BEESLEY
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SUITE 301
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330 MAIN STREET
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1 16. Purchaser shall be entitled to all rental income
2 from each and every dwelling house located on the property herein
3 that accrues September 1, 1967, and thereafter. If any lessee,
4 or tenant of said dwelling house or houses voluntarily vacates
5 said dwelling house or houses, Purchaser shall have absolute
6 control as to further renting, leasing, sale or other use or
7 disposition of said dwellings.

8 17. Vendor shall receive the rental income from the
9 Union Service Station, that certain Drive-In Restaurant and that
10 other certain restaurant that are located on the property herein
11 until January 1, 1968. At this time Purchaser shall become
12 entitled to the same.

13 18. ATTORNEY'S FEES. In the event any suit, action
14 or other proceeding is instituted upon this agreement or any
15 controversy arising herefrom, the prevailing party shall be
16 entitled to recover from the other party and the other party
17 agrees to pay to the prevailing party, in addition to costs and
18 disbursements provided by law, such sum as the Court may adjudge
19 reasonable as an attorney's fee in such suit, action or other
20 proceeding.

21 IN WITNESS WHEREOF, the parties have caused this
22 agreement to be executed in two counterparts this 21st day of
23 August, 1967.
24

25
26 VENDOR:

27 *John G. Brindley*

28 PURCHASER:

29 *Jack Buckworth*

30 *Galena Buckworth*

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LAND SALE CONTRACT

RICHARD C. BEESLEY
ATTORNEY AT LAW
SUITE 301
FIRST FEDERAL SAVINGS AND LOAN BUILDING
836 MAIN STREET
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EXHIBIT "A"

SE 1/4 of SE 1/4 Sec. 1, Twn. 29 S. R. 7 EWM
and Lot 7 of SW 1/4 of SW 1/4 Sec. 6, Twn. 29 S.
R. 8 EWM, and

A tract of land located in Section 7, Township
29 South of Range 8 East of the Willamette
Meridian described as follows:

Beginning at the intersection of the North
boundary line of the Klamath Indian Reservation
and the Easterly line of the Dalles-California
Highway; thence Southeasterly along the Easterly
line of said Highway 50 feet; thence Northeasterly
parallel with the North line of said Klamath
Indian Reservation 200 feet; thence Northwesterly
parallel with the Easterly line of said Highway
50 feet to the North line of the Klamath Indian
Reservation; thence Southwesterly along the said
North line 200 feet to the true point of
beginning.

John Glendon
Jack Duckworth
Landra Mae Duckworth

Dated - August 21, 1967

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Jack Duckworth

this 24 day of November A. D. 1967 at 3:44 o'clock P.M., and
duly recorded in Vol. M 70 of Miscellaneous on Page 10503

Wm D. MILNE, County Clerk

fee 10.50

32 EXHIBIT "A"

Return to:-
Jack Duckworth
Star Rt. Box 170
Chemult, Ore.

RICHARD C. BEESLEY
ATTORNEY AT LAW
SUITE 301
FIRST FEDERAL SAVINGS AND LOAN BUILDING
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