

APR 9 2 13 PM 1971

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AGREEMENT

- 1.
2. THIS CONTRACT, MADE IN TRIPPLICATE THIS 1ST. DAY OF MARCH, A.D.
3. 1971, BY AND BETWEEN WILLIAM L. ROWLAND AND MARION F. ROWLAND, HUS-
4. BAND AND WIFE, THE FIRST PARTIES, AND MITCHELL HARDEN THE SECOND
5. PARTY: A SINGLE MAN
6. WITNESSETH:
7. THAT THE SAID FIRST PARTIES, IN CONSIDERATION OF THE COVENANTS
8. AND AGREEMENTS HEREIN CONTAINED, AGREE TO SEEL UNTO THE SECOND PARTY
9. ALL THE FOLLOWING BOUNDED AND DESCRIBED REAL PROPERTY, SITUATED IN
10. THE COUNTY OF KLAMATH AND STATE OF OREGON;
11. THE SOUTHERLY 34 FEET OF THE EASTERLY 88 FEET OF LOT 4  
IN BLOCK 33, HILLSIDE ADDITION TO THE CITY OF KLAMATH  
FALLS, OREGON, AND THE NORTHERLY 5 FEET OF THE EASTERLY  
HALF OF LOT 5, IN BLOCK 33, HILLSIDE ADDITION TO THE CITY  
OF KLAMATH FALLS, OREGON, AND ALSO  
  
A STRIP OF LAND TWO (2) FEET WIDE OF THE SOUTHERLY 34 FEET  
OF THE EASTERLY END OF THE WESTERLY 90 FEET OF LOT 4 OF  
BLOCK 33 IN HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS,  
OREGON
12. FOR THE SUM OF PURCHASE PRICE OF FIVE THOUSAND FIVE HUNDRED DOLLARS
13. (\$5,500.00) WHICH THE SECOND PARTY AGREES TO PAY TO THE FIRST PARTIES
14. AT THE FOLLOWING NAMED TIMES, TO-WIT: NOTHING DOWN (00.00) AND THE
15. AMOUNT OF FIVE THOUSAND FIVE HUNDRED DOLLARS (\$5,500.00) IN MONTHLY
16. INSTALLMENTS AS FOLLOWS:
17. SEVENTY DOLLARS (\$70.00) THEREOF INCLUDING INTEREST AT SEVEN AND ONE
18. HALF PER CENT PER ANNUM EACH MONTH WITH THE FIRST PAYMENT OF SEVENTY
19. DOLLARS (\$70.00) ON THE FIRST (1ST) OF APRIL, 1971 AND A LIKE PAYMENT
20. ON THE FIRST DAY OF EACH AND EVERY MONTH THEREAFTER UNTIL THE WHOLE
21. OF SAID PURCHASE PRICE, TOGETHER WITH INTEREST AT SEVEN AND ONE HALF
22. PER CENT PER ANNUM SHALL BE PAID: AND IN ADDITION THERETO ALL TAXES
23. AND OTHER PUBLIC CHARGES, WITH ASSESSMENTS FOR SEWERS AND STREET IM-
24. PROVEMENTS WHICH MAY HEREAFTER BECOME DUE ON SAID PROPERTY, PROMPTLY
25. BEFORE DELINQUENCY, AND THAT SECOND PARTY SHALL KEEP THE BUILDINGS
26. NOW UPON OR WHICH MAY BE ERECTED UPON SAID PROPERTY INSURED AGAINST
27. FIRE IN SOME FIRE INSURANCE COMPANY SATISFACTORY TO SAID FIRST WITH
28. AGREEMENT....PAGE 1.



1. LOSS, IF ANY, PAYABLE TO SAID FIRST PARTIES AS THEIR INTEREST MAY
2. APPEAR.
3. ALL OF WHICH PAYMENTS SAID SECOND PARTY HEREBY AGREES TO MAKE AS
4. ABOVE PROVIDED.

5. IT IS AGREED TO PUT THIS CONTRACT ON ESCROW IN THE SOUTH SIXTH
6. STREET BRANCH OF THE FIRST NATIONAL BANK OF KLAMATH FALLS, OREGON
7. AND ALL PAYMENTS TO BE MADE TO SAID BANK.

8. THE SAID FIRST PARTIES ALSO AGREE THAT WHEN FULL PAYMENT SHALL
9. HAVE BEEN RECEIVED THEY WILL CAUSE TO BE EXECUTED AND DELIVERED, AT
10. THEIR OWN COST AND EXPENSE, AN ABSTRACT OF TITLE SHOWING MARKETABLE
11. TITLE AND A GOOD AND SUFFICIENT WARRANTY DEED, CONVEYING THE PROPERTY
12. AFORESAID TO THE SAID SECOND PARTY, HIS HEIRS AND ASSIGNS FOREVER.

13. AND IT IS UNDERSTOOD AND AGREED BETWEEN SAID PARTIES THAT TIME
14. IS OF THE ESSENCE OF THIS CONTRACT, AND IN CASE THE SECOND PARTY
15. SHALL FAIL TO MAKE THE PAYMENTS ABOVE NAMED AND EACH AND EVERY ONE
16. OF THEM, PUNCTUALLY WITHIN THIRTY DAYS OF THE TIME LIMITED THEREFOR
17. OR FAILS TO KEEP ANY AGREEMENT HEREIN CONTAINED, THEN THIS CONTRACT
18. SHALL, AT THE OPTION OF THE FIRST PARTIES, BECOME NULL AND VOID, AND
19. ALL THE RIGHTS AND INTEREST, CREATED OR THEN EXISTING IN FAVOR OF THE
20. SECOND PARTY AS AGAINST THE FIRST PARTIES HEREUNDER, OR TO ANY PAY-
21. MENTS THEREFORE MADE HEREON, SHALL UTTERLY CEASE AND DETERMINE,
22. AND ALL RIGHTS ACQUIRED BY THE SECOND PARTY HEREUNDER SHALL REVERT TO
23. SAID FIRST PARTIES WITHOUT ANY OTHER ACT OF SAID FIRST PARTIES TO BE
24. PERFORMED, AND WITHOUT ANY RIGHT OF THE SECOND PARTY OF RETURN, RE-
25. CLAMATION OR COMPENSATION FOR MONEYS PAID OR RECEIVED ON ACCOUNT OF
26. THE PROPOSED PURCHASE OR SALE OF SAID PROPERTY AS ABSOLUTELY FULLY
27. AND PERFECTLY AS IF THIS CONTRACT AND SUCH PAYMENTS HAD NEVER BEEN
28. MADE; AND IN CASE OF SUCH DEFAULT ALL PAYMENTS THEREFORE MADE ON
29. THIS CONTRACT ARE TO BE RETAINED BY AND BELONG TO SAID FIRST PARTIES
30. AS AGREED, REASONABLE RENT OF SAID PREMISES UP TO THE TIME OF SUCH
31. DEFAULT.

32. AND THE SAID FIRST PARTIES SHALL, IN CASE OF SUCH DEFAULT, HAVE THE
33. A/REY - PAGE 2.



1. RIGHT IMMEDIATELY, OR AT ANY TIME HEREAFTER, TO ENTER UPON THE LAND
2. AFORESAID, WITHOUT ANY PROCESS OF LAW, AND TAKE IMMEDIATE POSSESSION
3. THEREOF, TOGETHER WITH ALL THE IMPROVEMENTS AND APPURTENANCES THEREON
4. OR THERETO BELONGING.

5. IN WITNESS WHEREOF, SAID PARTIES HAVE HEREUNTO SET THEIR HANDS
6. THE DAY AND YEAR WRITTEN ABOVE.

7.

8. EXECUTED IN THE PRESENCE OF:

9. Clement L. Rowland10. Clement L. Rowland11. Clement L. Rowland

WITNESSES.

William L. Rowland

WILLIAM L. ROWLAND

Marion F. Rowland

MARION F. ROWLAND

Mitchell Harden

MITCHELL HARDEN

12.

13. STATE OF OREGON } SS  
COUNTY OF KLAMATH }

14. BE IT REMEMBERED, THAT ON THIS \_\_\_\_\_ DAY OF MARCH A.D., 1971
15. BEFORE ME THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR THE SAID COUNTY
16. AND STATE, PERSONALLY APPEARED THE WITHIN WILLIAM L. ROWLAND AND
17. MARION F. ROWLAND, HUSBAND AND WIFE, THE FIRST PARTIES, AND MITCHELL
18. HARDEN, THE SECOND PARTY, WHO ARE KNOWN TO BE THE IDENTICAL PERSONS
19. DESCRIBED IN AND WHO EXECUTED THE WITHIN INSTRUMENT, AND ACKNOWLEDGED
20. TO ME THAT THEY EXECUTED THE WITHIN INSTRUMENT FREELY AND VOLUNTARILY.

18.

19. IN TESTIMONY WHEREOF, I HAVE HEREUNTO SET MY HAND AND NOTARIAL SEAL
20. THIS 3rd DAY OF MARCH, 1971.

20.

21.

22.

Clement L. RowlandNOTARY PUBLIC FOR OREGON  
MY COMMISSION EXPIRES 1/24/72

23. AGREEMENT ....PAGE 3.



STATE OF OREGON; COUNTY OF KLAMATH; ss

Filed for record at request of Mitchell Hardenthis 8th day of April A. D. 19 71 at 2:12 o'clock P. M., and  
duly recorded in Vol. 171 of Deeds on Page 2991

Fee \$4.50

W. D. MILNE, County Clerk

Cynthia Campbell2/2/72