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Agreement For Sale of Real Estate

THIS AGREEMENT, executed in duplicate, July 16, 19 70

between _____, 19 ____
Bob A. Dortch and Mary Helen Dortch _____ Seller

and Perdriau Investment Corp. Louis F. Perdriau, President Seller
WITNESSETH: That the Seller, in consideration of the covenants of the Buyer

said Buyer agrees to buy all that real property situated in the County of Klamath, State of Oregon, hereafter referred to as "said property," described as follows:

SW of NW Sec. 35 and NE Govt. lot 1 Sec. 7 _____ Section _____ Township 37S _____ Range 15E

for public highway for use in common with others, with power to dedicate, and, excepting therefrom none, all existing roads and products derived therefrom.

The price or principal sum, for which Seller agrees to sell and Buyer agrees to buy said realty, unimproved range land as per government survey, is \$4,240.00.

Down payment \$4,240.00

Unpaid balance	Dollars (\$675.00)
Finance charge	Dollars (\$3,565.00)

Deferred payment price	Dollars (\$1,895.00)
Payable in 24 quarterly monthly installments of \$105.00	Dollars (\$6,135.00)

each or more, commencing on the First day of September 1970, which installments shall include interest on the unpaid principal balance of \$105.00 Dollars (\$)

per annum, all payable at the office of the Seller, and continuing until said principal and interest have been paid. Each payment shall be credited first on interest then due, and the remainder on principal; and interest shall thereupon cease upon the principal so credited.

This property will be used as principle residence. (See Sec. Z of Truth & Lending Act) Initial

This property will not be used as principle residence. Initial LP

RESERVE a right of way, with right of entry upon, over, under, along, across, and through the said land for the purpose of erecting, constructing, operating, repairing and maintaining pole lines with cross arms for the transmission of electrical energy, and for telephone lines, and/or for laying, repairing, operating and renewing, any one or more lines or lines for water, gas or sewerage, and any conduits for electric or telephone wires, and reserving to the said land the sole right to convey the rights hereby reserved.

THE BUYER HEREBY AGREES during the term of this Agreement and any extension or renewal thereof, to pay promptly when due all taxes, assessments and charges of every kind and nature now or hereafter assessed, levied, charged or imposed against or upon said realty. Upon failure by the Buyer to so pay said taxes, assessments and charges, the Seller shall have the right to pay the same, together with any and all costs and expenses, including reasonable attorney's fees, and reserving to the Seller the right to recover the same from the Buyer.

repaid, shall be secured hereby and shall be repaid by said Buyer to said Seller on demand; and failure by the buyer to repay the same with such interest within thirty (30) days from such demand by the Seller shall constitute a default under the terms of this Agreement.

THE BUYER AGREES that he will at all times during the term of this Agreement, and any extension or renewal thereof, keep all encumbrances of every kind or nature except such as shall be duly paid for by the Seller, and any extension or renewal thereof, from the property.

any nuisance, or any building or structure, except as are caused or created by any extension or renewal thereof, kept displayed, and, in the event of the violation of these conditions, shall be erected, displayed, maintained or permitted on any part of the property, without any liability therefor. Any building or structure of these conditions, Seller may, in addition to any rights conferred by law, remove or demolish the same.

THE SELLER RESERVES the right to enter upon said realty at any time during the term of this Agreement for the purpose of examining the same. No building or improvement placed or constructed on said realty shall be removed without the written consent of the Seller.

IT IS FURTHER AGREED that time is of the essence of this Agreement, and full performance by the Buyer of all his obligations hereunder is and shall be a condition precedent to his right to conveyance hereunder, and should default be made (a) in payment of any of said installments of principal or interest when the same become due, or (b) in this Agreement, within thirty (30) days after demand in writing by the Seller, the Seller shall be entitled to rescind this Agreement and to sell the property hereunder without the written consent of the Seller, and to sue for the balance of the purchase price of the property hereunder without the written consent of the Seller, and to sue for the balance of the purchase price of the property hereunder without the written consent of the Seller.

Buyer agrees to indemnify Seller from all claims, damages, costs and expenses of all the Buyer's rights under this Agreement and all interest in said realty and whether such progress to judgment or not; and the Seller elect to enforce his right of tortious interference by Seller to enforce this Agreement, including attorney's

Any lien or encumbrance, payment or discharge of any debt or obligation, including attorney's fees, shall not constitute a satisfaction of forfeiture and cancellation, or by depositing with the United States Marshal, postage prepaid, such notice of satisfaction, addressed to the Buyer at his address on file with the Seller, Seller, or receiving such payments at the time in the manner above described, carries, execute and deliver to Buyer a good and sufficient deed, conveying said property, free of encumbrances except as otherwise herein provided, but subject to the following:

Any lien of encumbrance, payment or discharge of which is, under the terms of this agreement, assumed by Buyer.
Any encumbrance or lien created or suffered by Buyer.
Covenants, conditions, restrictions, reservations, easement, rights and/or rights of way of record affecting said property.

THE SELLER'S ACCEPTANCE OF THE AGREEMENT OF ANY OF THE COVENANTS OR CONDITIONS OF THIS AGREEMENT BY THE SELLER SHALL BE CONSTRUED AS A WAIVER OF ANY OTHER COVENANTS OR CONDITIONS OF THIS AGREEMENT. NO DELAY OR EMISSION OF THE SELLER IN EXERCISING ANY RIGHT, POWER OR REMEDY HEREIN PROVIDED SHALL BE CONSTRUED AS A WAIVER OF ANY OTHER COVENANTS OR CONDITIONS OF THIS AGREEMENT. NO DELAY OR EMISSION OF THE SELLER IN EXERCISING ANY RIGHT, POWER OR REMEDY HEREIN PROVIDED SHALL BE CONSTRUED AS A WAIVER OF ANY OTHER COVENANTS OR CONDITIONS OF THIS AGREEMENT. NO DELAY OR EMISSION OF THE SELLER IN EXERCISING ANY RIGHT, POWER OR REMEDY HEREIN PROVIDED SHALL BE CONSTRUED AS A WAIVER OF ANY OTHER COVENANTS OR CONDITIONS OF THIS AGREEMENT.

Each Party agrees that there have been no warranties or representations other than those contained herein and this Agreement supersede any and all prior agreements or oral negotiations between the parties herein, and contains the entire agreement concerning said property.

Approximate taxes: \$40.00 for fiscal year 1970-71. This contract to be paid in full by 1983
 Seller will refund all moneys paid if buyer makes personal inspection of site.

giving a refund within 10 days of date of this agreement.

Buyer agrees he will not transfer this agreement without permission in writing from seller.
 Above property encumbered by Seller \$3500.00 to be paid by Seller before deed delivery.

WITNESS WHEREOF the parties hereto have executed this Agreement the day and year first above written.

SELLER

BUYER

BUYER

Paul R. Trotter

Perdian Investment Corp.

Mary Helen Dutch

1. 2. Box 675-D 26 John F. Kennedy 200
 Address: P.O. Box 11102, Phoenix, Arizona 85066

Address: 10000 W. BOYLTON, PLEASANT, ILL.

Telephone 461-1746 FAX 461-1747

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