

JS-4412

1 THIS AGREEMENT, made and entered into this 22nd day of April, 1971, by and
2 between HAROLD BEHLINGER AND SON, a co-partnership, hereinafter called the
3 Vendor, and ALONZO F. MONROE and VADA L. MONROE, husband and wife, hereinafter
4 called the Vendees,

W I T N E S S E T H:

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

8 A tract of land situated in the SW $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 28, Township 39 South,
9 Range 10, E.W.M., more particularly described as follows:

10 Beginning at the South quarter corner of said Section 28, being marked
11 by a 2" x 36" brass cap monument; thence South 89°42'18" East 1114.61
12 feet; thence North 00°17'42" East 60.00 feet to a 5/8 inch iron pin mark-
13 ing the true point of beginning of this description, said point being on
14 the North right-of-way line of the County Road known as the Hill Road,
15 said point also being on the beginning of a curve to the left (central
16 angle - 90°00'30", radius - 180.19 feet); thence along the arc of said
17 curve 283.07 feet to a 5/8 inch iron pin on the West right-of-way line
18 of said county road and the end of said curve; thence North 00°17'12"
19 East along the said West right-of-way line 84.44 feet to the centerline
20 of an irrigation canal; thence following the centerline of said irriga-
21 tion canal: North 25°17'08" West 357.62 feet; thence along the arc of
22 a curve to the left (central angle - 24°00'00", radius - 430.14 feet
23 and a 5/8 inch iron pin on the P. I. of said curve bears North 25°17'08"
24 West 91.43 feet from the last described point) 100.13 feet; thence on
25 the arc of a curve to the left (central angle - 82°00'00", radius -
26 45.00 feet and a 5/8 inch iron pin on the P. I. of said curve bears
27 North 49°17'08" West 39.12 feet from the last described point) 64.40
28 feet; thence South 48°42'52" West 373.10 feet; thence along the arc of
29 a curve to the right (central angle - 36°45'50", radius - 100.00 feet
30 and a 5/8 inch iron pin on the P. I. of said curve bears South 48°42'52"
31 West 33.23 feet from the last described point) 64.17 feet; thence South
32 85°28'42" West 153.50 feet; thence along the arc of a curve to the left
(central angle - 77°40'40", radius - 100.00 feet and a 5/8 inch iron
pin on the P. I. of said curve bears South 85°28'42" West 80.51 feet
from the last described point) 135.57 feet; thence South 07°48'02"
West 359.51 feet to the North right-of-way line of said County road;
thence leaving said irrigation canal South 89°42'18" East along the
said North right-of-way line 770.07 feet to the true point of begin-
ning of this description.

Subject to: Acreage and use limitations under provisions of the United
States Statutes and regulations issued thereunder; Liens and assessments
of Klamath Project and Klamath Irrigation District, and regulations, con-
tracts, easements, and water and irrigation rights in connection there-
with; Easements and rights of way of record and apparent on the land;
and to a Mortgage to Federal Land Bank of Spokane, recorded March 29,
1965, in Vol. 229 of Mortgages, page 303, records of Klamath County,
Oregon, which said Mortgage Vendees DO NOT assume, and Vendor covenants
and agrees to hold them harmless therefrom;

at and for a price of \$12,276.00, payable as follows, to-wit: \$3,000.00 at the
time of the execution of this agreement, the receipt of which is hereby

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1 acknowledged; \$9,276.00 with interest at the rate of 7% per annum from May 10,
 2 1971, payable in installments of not less than \$75.00 per month, inclusive of
 3 interest, the first installment to be paid on the 10th day of June, 1971, and
 4 a further installment on the 10th day of every month thereafter until the full
 5 balance and interest are paid. All or any portion may be prepaid without
 6 penalty.

7 Vendor retains possession of the potato cellar on the premises until May 1,
 8 1974, or whenever Vendeas are ready to build their home, whichever date is
 9 later. Vendor further retains the use of the lands for farming through the
 10 1973 crop growing season. Vendeas will not receive any rent from Vendor for
 11 said use.

12 Vendeas agree to make said payments promptly on the dates above named to
 13 the order of the Vendor at First Federal Savings and Loan Association, Klamath
 14 Falls, Oregon; to keep said property at all times in as good condition as the
 15 same now are, that no improvement, now on or which may hereinafter be placed on
 16 said property ^{except potato cellar} shall be removed or destroyed before the entire purchase price
 17 has been paid, and that Vendeas shall pay regularly and seasonably and before
 18 the same shall become subject to interest charges, all taxes, assessments,
 19 liens and incumbrances of whatsoever nature and kind and agree not to suffer or
 20 permit any part of said property to become subject to any taxes, assessments,
 21 liens, charges or incumbrances whatsoever having precedence over the rights of
 22 the Vendor in and to said property. Vendeas shall be entitled to the possess-
 23 ion of said property May 10, 1971, except as reserved by Vendors above.

24 Vendor will on the execution hereof make and execute in favor of Vendeas
 25 good and sufficient warranty deed conveying a fee simple title to said property
 26 free and clear as of this date of all incumbrances whatsoever, except as above
 27 stated, which Vendeas assume, EXCEPT said mortgage, and will place said deed
 28 and Purchasers' Policy of Title Insurance in sum of \$12,276.00 covering said
 29 real property, together with one of these agreements in escrow at First Federal
 30 Savings and Loan Association, Klamath Falls, Oregon, and shall enter into
 31 written escrow instructions in form satisfactory to said escrow holder, instruc-
 32 ting said holder that when, and if, Vendeas shall have paid the balance of the

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1 purchase price in accordance with the terms and conditions of this contract,
 2 said escrow holder shall deliver said instruments to Vendees, but that in case
 3 of default by Vendees said escrow holder shall, on demand, surrender said in-
 4 struments to Vendor.

5 But in case Vendees shall fail to make the payments aforesaid, or any of
 6 them, punctually and upon the strict terms and at the times above specified, or
 7 fail to keep any of the other terms or conditions of this agreement, time of
 8 payment and strict performance being declared to be the essence of this agree-
 9 ment, then Vendor shall have the following rights: (1) To foreclose this con-
 10 tract by strict foreclosure in equity; (2) To declare the full unpaid balance
 11 immediately due and payable; (3) To specifically enforce the terms of the agree-
 12 ment by suit in equity; (4) To declare this contract null and void, and in any
 13 of such cases, except exercise of the right to specifically enforce this agree-
 14 ment by suit in equity, all the right and interest hereby created or then
 15 existing in favor of Vendees derived under this agreement shall utterly cease
 16 and determine, and the premises aforesaid shall revert and revest in Vendor
 17 without any declaration of forfeiture or act of reentry, and without any other
 18 act by Vendor to be performed and without any right of Vendees of reclamation
 19 or compensation for money paid or for improvements made, as absolutely, fully
 20 and perfectly as if this agreement had never been made.

21 Should Vendees, while in default, permit the premises to become vacant,
 22 Vendor may take possession of same for the purpose of protecting and preserving
 23 the property and its security interest therein, and in the event possession is
 24 so taken by Vendor it shall not be deemed to have waived its right to exercise
 25 any of the foregoing rights.

26 And in case suit or action is instituted to foreclose this contract or to
 27 enforce any of the provisions hereof, Vendees agree to pay reasonable cost of
 28 title report and title search and such sum as the trial court may adjudge
 29 reasonable as attorney's fees to be allowed plaintiff in said suit or action,
 30 and if an appeal is taken from any judgment or decree of such trial court, the
 31 Vendees further promise to pay such sum as the appellate court shall adjudge
 32 reasonable as plaintiff's attorney's fees on such appeal. 41

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1 Vendeas further agree that failure by Vendor at any time to require perform-
 2 ance by Vendeas of any provision hereof shall in no way affect Vendor's right
 3 hereunder to enforce the same, nor shall any waiver by Vendor of such breach of
 4 any provision hereof be held to be a waiver of any succeeding breach of any such
 5 provision, or as a waiver of the provision itself.

6 This agreement shall bind and inure to the benefit of, as the circumstances
 7 may require, the parties hereto and their respective heirs, executors, adminis-
 8 trators and assigns.

9 Witness the hands of the parties the day and year first herein written.

HAROLD DEHLINGER AND SON,

11 By Dorothy M. Dehlinger
 12 By Sam B. Dehlinger
 13 By Delbert H. Dehlinger
 14 Partners

15 Alonzo L. Monroe
 16 Vada L. Monroe
 17

18 Notwithstanding anything herein contained to the contrary, Vendor will give and
 19 grant to Vendeas a 30-day grace period.

20 STATE OF OREGON)
 21 County of Klamath) ss

22 On this 13 day of May, 1971, before me, the undersigned Notary Public,
 23 personally appeared Dorothy M. Dehlinger, Sam B. Dehlinger and Delbert H.
 24 Dehlinger, who acknowledged themselves to be members of Harold Dehlinger and Son,
 a co-partnership, and that they, as such partners, being authorized so to do,
 executed the foregoing instrument for the purposes therein contained by signing
 the name of the partnership by themselves as co-partners.

25 IN WITNESS WHEREOF, I hereunto set my hand and official seal.

26 (SEAL)

27 Stella Dehlinger
 Notary Public for Oregon
 My Commission Expires: Aug 20, 1973

28 STATE OF OREGON, }
 29 County of Klamath } ss.

30 Filed for record at request of: 50
Transamerica Title Ins. Co.
 31 on this 17 day of May A. D., 19 71
 at 4:05 o'clock P. M. and duly
 recorded in Vol. M71 of Deeds
 32 Page 4463

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GANDONG, GANDONG
 & GORDON
 ATTORNEYS AT LAW
 KLAMATH FALLS, ORE.

WM. D. MILNE, County Clerk
 By Cynthia [Signature]
 Fee \$6.00 Deputy.

STATE OF OREGON
 County of Klamath
 March 12, 1971.
 Personally appeared
 EVANGELINE F. BLODGE
 FRANCES E. KERNS, hus-
 instrument to be their
 NOTARY PUBLIC - OREGON
 WM. P. BRANDSNESS
 ATTORNEY AT LAW
 KLAMATH FALLS, OREGON 97601
 STATE OF