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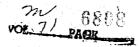
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THIS AGREEMENT, made and entered into this 24th day of April, 1968, by and between Ada Verneith Schmieg, formerly Ada Verneith Crawford, and her husband, William C. Schmieg (who joins herein solely for purpose of divesting his statutory interest and claims no interest in the proceeds of this sale), hereinafter called Sellers, and John P. Allison and LeVonne Allison, husband and wife, hereinafter called Buyers,

WITNESSETH:

That the Sellers agree to sell to Buyers and the Buyers agree to buy from the Sellers all of the following described property situate in Klamath County, Oregon, to-wit:

Parcel No. 1: Beginning at a point which is 30 feet North and 212 feet East from the Southwest corner of Lot 29 in Section 14, Township 36 South, Range 12 East of the Willamette Meridian; thence, due East along the State Highway 132 feet; thence, due North 132 feet; thence, West 116 feet; thence, North 198 feet; thence, West 16 feet; thence, South 330 feet to the point of beginning. EXCEPTING THEREFROM the following: A seven-foot strip of land situated in said Lot 29, in the SW% of the SW% of Section 14, Township 36 South,

Range 12 East of the Willamette Meridian, more particularly described as follows: Beginning at an iron pin located North a distance of 30.0 feet and East a distance of 344.0 feet from the iron pipe marking the Southwest corner of said Section 14; thence, North a distance of 132.0 feet to an iron pin; thence West a distance of 7.0 feet to an iron pin; thence, South a distance of 132.0 feet to an iron pin; thence, East a distance of 7.0 feet, more or less, to the point of beginning.

Parcel No. 2: Beginning at the Southwest corner of the SW4SW4 of Section 14, Township 36 South, Range 12, East of the Willamette Meridian; thence, East 228 feet; thence, North 162 feet to the place of beginning; thence, North 198 feet; thence, East 109.4 feet; thence, South 198 feet; thence, West 109.4 feet to the place of beginning in SW&SW&, Section 14, Township 36 South, Range 12 East of the Willamette Meridian.

TOGETHER WITH all of the equipment, furnishings and fixtures now used by Sellers in the operation of that certain grocery business known as BEATTY STORE at Beatty, Klamath County, Oregon, which said personal property is more particularly described in Exhibit A attached hereto and by this reference made a part hereof.

ALSO TOGETHER WITH the assumed business name "Beatty Store".

SUBJECT TO: Klamath County personal property taxes which became a lien on January 1, 1968, which said taxes were pro-rated by and between the parties as of May 1, 1968, based on the 1967 rate, and Buyers will assume payment of said taxes when due;

at and for a total purchase price of \$22,250.00, payable as follows, to-wit: \$5,000.00 at the time of the execution of this agreement, receipt of which is hereby acknowledged; \$17,250.00 with interest at the rate of 6% per annum from May 3, 1968, payable in installments of not less than \$100.00, inclusive of

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interest, the first installment to be paid on the 1st day of June, 1968, and a further installment on the 1st day of every month thereafter until June 1, 1969, at which time the monthly payments will increase to \$125.00 per month and remain until June 1, 1970, at which time the monthly payments will increase to \$150.00 permonth and remain until June 1, 1971, at which time the monthly payments will increase to \$175.00 and remain until the contract has been fully paid and performed. All or any portion may be prepaid at any time without penalty. That the full inventory of groceries, meats and merchandise on hand in said store is also being sold to Buyers. That Buyers will pay cash for same, but said inventory will be pledged as security for performance of this agreement.

Buyers covenant and agree as follows: That they will make said payments promptly on the dates above named to the order of Seller, Ada Verneith Crawford, at Transamerica Title Insurance Company, Klamath Falls, Oregon; that they will keep all of said real and personal property insured for the full amount of their insurable value in companies approved by the Sellers and with loss payable to the parties as their interests may appear. Said policies shall be held by the Sellers until this agreement has been completely performed; that they will pay regularly and seasonably as the same shall become payable and before the same shall become delinquent all taxes, assessments, liens and incumbrances of every nature and kind; that they will not suffer or permit any of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of Sellers in and to said property.

II.

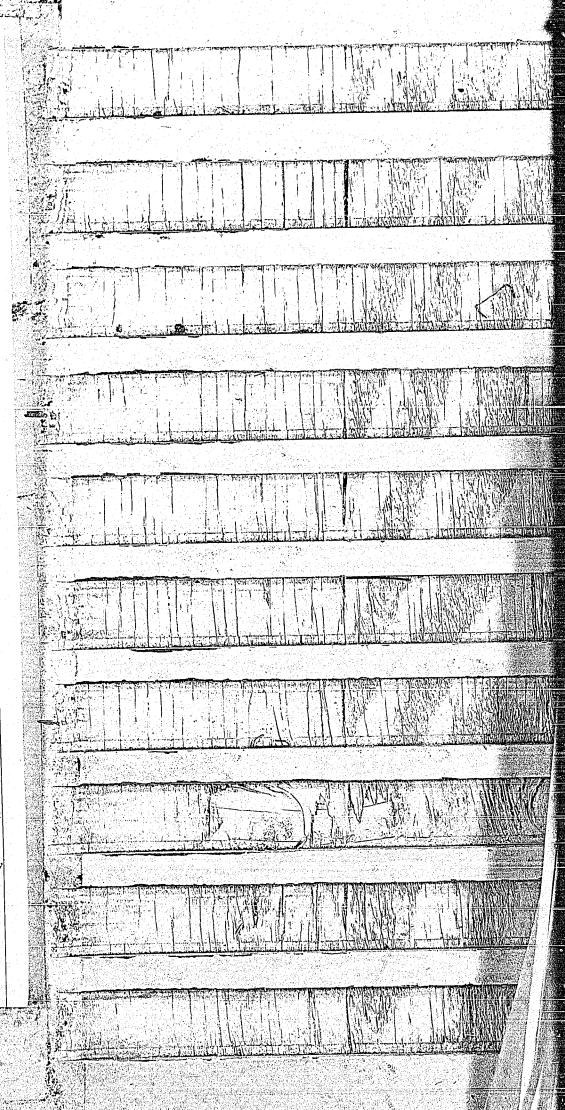
Sellers covenant and agree as follows: That said real property is free and clear of all liens and incumbrances and that said personal property is free and clear of all liens and incumbrances, except 1968 personal property taxes; that they have good right to sell said real and personal property to Buyers, and that they will furnish Buyers with their good and sufficient bulk sales affidavit that they have no creditors whatsoever. Sellers covenant and agree to indemnify and hold Buyers harmless with respect to any and all indebtedness of Sellers.

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It is expressly understood and agreed that this is a conditional sales

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agreement and that full title to all of said real and personal property, including said assumed business name shall remain in Sellers until said balance and interest are paid in full. It is further understood and agreed that any and all equipment, furnishings, fixtures and inventory of merchandise which may at any time hereafter be placed upon said premises by the Buyers shall become subject to the lien of this agreement as further security to the Sellers for the payment and performance of this agreement.

PROVIDED HOWEVER, that nothing contained in this Paragraph III shall be construed as to prohibit Buyers from selling said inventory in the regular course of business and it is expressly understood and agreed by and between Buyers and Sellers that Buyers may sell said inventory in the regular course of business and Buyers covenant that they will promptly replace sold items and at all times maintain an inventory of not less than \$6,000.00.

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It is expressly understood and agreed that upon the execution of this agree ment Sellers shall make and execute in favor of Buyers a good and sufficient Warranty Deed conveying said premises free and clear of all liens and incumbrances, and a good and sufficient Bill of Sale conveying said personal property, free and clear of all liens and incumbrances, except said taxes, and that Buyers shall execute in favor of Sellers their certificate of withdrawal of the assumed business name, Beatty Store, and that said Deed, Bill of Sale, Termination of Financing Statement and Certificate of Withdrawal shall be placed in escrow with Transamerica Title Insurance Company at Klamath Falls, Oregon, and the Sellers and Buyers shall enter into written escrow instructions with said escrow holder instructing it that when and if the Buyers shall have paid said balance of said purchase price and interest in full, it shall deliver all of said instruments to said Buyers, but if the Buyers shall become delinquent in any installment or interest due under this agreement for more than 30 days said instruments are to be returned to Seller; Ada Verneith Schmieg, or her order, upon written demand for same, thereby terminating this escrow.

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The real and personal property taxes and the insurance currently in force

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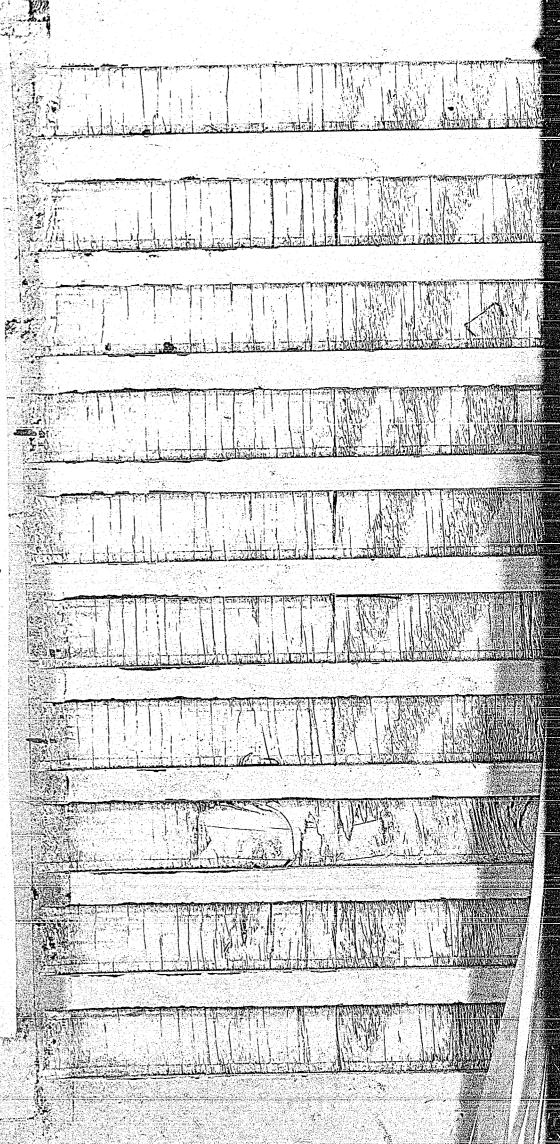
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and effect on the premises will be pro-rated by and between Sellers and Buyers as of May 1, 1968.

Buyers shall be entitled to possession of said real and personal property on or about May 1, 1968.

Sellers shall record their certificate of withdrawal of assumed business name of Beatty Store forthwith upon transfer of possession ofsaid property to Buyers.

PROVIDED ALWAYS, that time and the full and prompt observance of and compliance with all of the covenants and agreements herein contained are of the essence of this agreement, and if Buyers shall fail, refuse or neglect for a period of 30 days to pay any of said installments or any of said interest, promptly as the same becomes due, or shall fail to keep or perform any of the covenants and agreements herein contained, then all of the rights of Buyers in and to said property and under this agreement shall, at the Sellers' option, immediately and utterly cease and determine, and the property herein described shall revert to and revest in the Seller, Ada Verneith Schmieg, without any declaration of forfeiture or act of re-entry or without any other act by Sellers to be done or performed and without any right of the Buyers of reclamation or compensation for money paid or for improvements made on said property as fully, perfectly and absolutely as if this agreement had never been made, and all money theretofore paid to the Sellers under this agreement shall thereupon be forfeited without process of law and shall be retained by and belong to the Sellers as the accrued and reasonable rent of said property from this date to the time of such forfeiture and the liquidated damages to the Sellers for the Buyers' failure to complete this agreement, and in such case the escrow holder is instructed to deliver said deed, bill of sale, termination of financing statement and certificate of withdrawal of assumed business name, or either of them, upon demand for same without notice to Buyers. In case suit or action is taken to enforce any provisions of this agreement the Buyers agree to pay, in addition to the costs and disbusements provided by law, such sum as the Court may adjudge reasonable for Sellers' attorneys fees including any appeal.

PROVIDED, FURTHER, that the personal property herein sold is subject to terms

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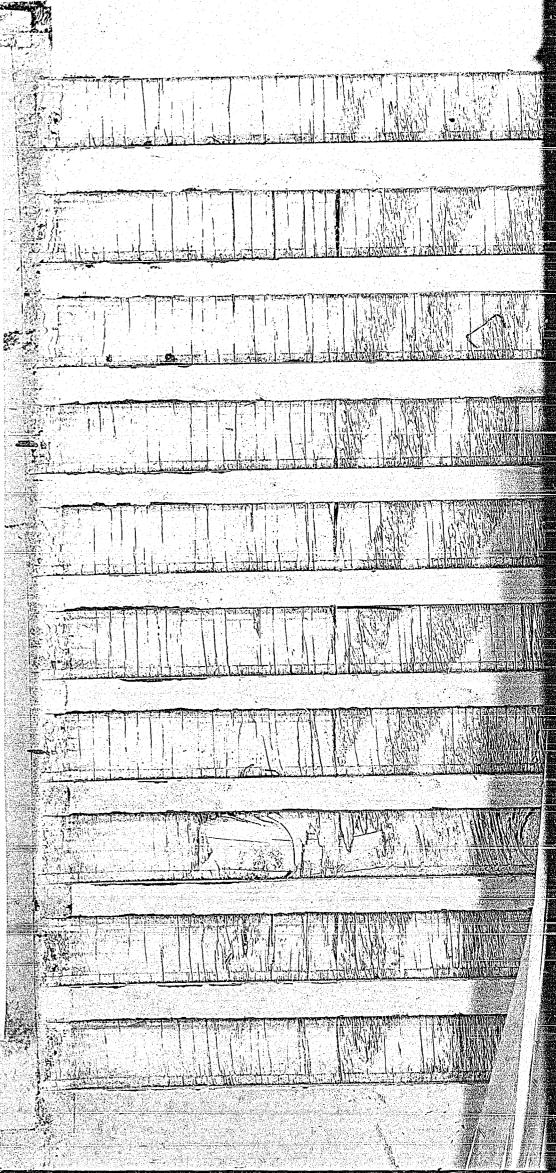
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and provisions of Uniform Commercial Code of the State of Oregon, and that all of the terms herein, the rights, duties and remedies of the parties shall be governed by the laws of Oregon. That Sellers' address is Beatty, Klamath 3 . That Buyers' address is Beatty, Klamath County, Oregon. That each demand, notice or other communication shall be served or given by mail or telegram addressed to the party at their mailing address set forth herein, or by personal service upon the party. Reasonable notice, when notice is required, shall be five days. Buyers agree to join with Sellers in executing and filing a financing statement as required by said Uniform Commer cial Code to protect and continue Sellers' security interest. 10 IN WITNESS WHEREOF, the parties have hereto executed this agreement the day 11 and year first hereinabove written. 12 13 14 15 16 17 18 19 20 21 22 23 24

STATE OF OREGON County of Klamath) SS
BE IT REMEMBERED, that on this 29th day of April, 1968, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within LeVonne Allison known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that she executed the same freely and voluntarily.

The within contract of sale was signed in my presence by all parties on said date. On or about June 7, 1971, said LeVonne Allison requested that I place this

acknowledgment on same so that it may be recorded. IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official

seal the day and year last above written.

Notary Public for Oregon My Commission Expires:

| 2 | carrying on and conducting that certain grocery business known as Beatty Store, |
|-------|--|
| 3 | Klamath County, Oregon: |
| | |
| 4 | <pre>1 - Cooler Compressor for Walk-in Meat Room 1 - Condenser Blower in Meat Room</pre> |
| 5 | 1 - Hobart Meat Slicer |
| | 1 - Toledo Meat Chopper |
| 6 | l - 5-ft. Meat Case |
| _ | 3 - 550-gal. Storage Tanks (underground) |
| 7 | 1 - Hobart Meat Scale - #24 |
| 8 | 1 - Standard - #30 1 - Safe (3 x 2) |
| ٠, | 1 - Meat Block |
| 9 | 1 - Clary Cash Register |
| | 1 - 1/2 H.P. Water Pump and Pressure Tank |
| 10 | 1 - Hand Cart |
| | 1 - Shopping Cart |
| Ll | 1 - Tyler Vegetable Case 1 - Amana 25 CF Deep Freeze |
| 12 | 2 - Wood Heating Stoves |
| | 2 - Wood Realing Stoves 2 - Refrigerated Display Cases (rentals) |
| 13 | 1 - Nehi Pop Case (loaner) |
| | 1 - Small Pop Case (loaner) |
| L4 | 1 - 4-Hole Ice Cream Cabinet |
| | l - International Harvester Deep Freeze |
| 15 | l - Frigidaire Freezer Display Case l - 8-ft. Clothing Bar and Capri Rack |
| 16 | 1 - Bert. Clothing Bar and Capit Rack 1 - Detecto Mirror |
| | 1 - Refrigerated Air Conditioner |
| 17 | 1 - Kerosene Tank and Pump |
| | |
| 18 | All furniture and appliances (except portable |
| 19 | TV, Washer and Dryer). |
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| 21 | |
| 20 | |
| 22 | EXHIBIT A |
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| TA | TE OF OREGON; COUNTY OF KLAMATH; ss. |
| llec | for record at request ofTranamerica Title Co. |
| | |
| nıs . | day of June A. D., 1971. at 3:45 o'clockPM., and duly recorded in M=71 . Deeds 6808 |

BANDNO, BANDNO & BORDON ATTORNEYS AT LAW KLAMATH FALLS, DRE.