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

7 W I T N E S S E T H:

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

11 Parcel No. 1: Beginning at a point which is 30 feet North and 212 feet
12 East from the Southwest corner of Lot 29 in Section 14,
13 Township 36 South, Range 12 East of the Willamette Meridian; thence, due
14 East along the State Highway 132 feet; thence, due North 132 feet; thence,
15 West 116 feet; thence, North 198 feet; thence, West 16 feet; thence, South
16 330 feet to the point of beginning.

17 EXCEPTING THEREFROM the following: A seven-foot strip of land situated
18 in said Lot 29, in the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 14, Township 36 South,
19 Range 12 East of the Willamette Meridian, more particularly described as
20 follows: Beginning at an iron pin located North a distance of 30.0 feet
21 and East a distance of 344.0 feet from the iron pipe marking the South-
22 west corner of said Section 14; thence, North a distance of 132.0 feet
23 to an iron pin; thence West a distance of 7.0 feet to an iron pin;
24 thence, South a distance of 132.0 feet to an iron pin; thence, East a
25 distance of 7.0 feet, more or less, to the point of beginning.

26 Parcel No. 2: Beginning at the Southwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
27 14, Township 36 South, Range 12, East of the Willamette
28 Meridian; thence, East 228 feet; thence, North 162 feet to the place of
29 beginning; thence, North 198 feet; thence, East 109.4 feet; thence, South
30 198 feet; thence, West 109.4 feet to the place of beginning in SW $\frac{1}{4}$ SW $\frac{1}{4}$,
31 Section 14, Township 36 South, Range 12 East of the Willamette Meridian.

32 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 ref-
erence 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

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

11 I

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

24 II

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

32 III

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

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

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

IV

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

V

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

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

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

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

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

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

1 and provisions of Uniform Commercial Code of the State of Oregon, and that all
 2 of the terms herein, the rights, duties and remedies of the parties shall be
 3 governed by the laws of Oregon. That Sellers' address is Beatty, Klamath
 4 County, Oregon. That Buyers' address is Beatty, Klamath
 5 County, Oregon. That each demand, notice or other communication shall be served
 6 or given by mail or telegram addressed to the party at their mailing address
 7 set forth herein, or by personal service upon the party. Reasonable notice,
 8 when notice is required, shall be five days. Buyers agree to join with Sellers
 9 in executing and filing a financing statement as required by said Uniform Commer-
 10 cial Code to protect and continue Sellers' security interest.

11 IN WITNESS WHEREOF, the parties have hereto executed this agreement the day
 12 and year first hereinabove written.

13 William C. Schmeig (SEAL)
 14 Eda Versetti Schmeig (SEAL)
 Sellers

15 LeVonne Allison (SEAL)
 16 John P. Allison (SEAL)
 17 Buyers

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 STATE OF OREGON)
 County of Klamath) SS

BE IT REMEMBERED, that on this 29th day of April, 1968, before me, the under-
 signed, 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.

John D. Goehart
 Notary Public for Oregon
 My Commission Expires: 11/25/72
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The following is a list of equipment, furnishings and fixtures used in carrying on and conducting that certain grocery business known as Beatty Store, Klamath County, Oregon:

- 1 - Cooler Compressor for Walk-in Meat Room
- 1 - Condenser Blower in Meat Room
- 1 - Hobart Meat Slicer
- 1 - Toledo Meat Chopper
- 1 - 5-ft. Meat Case
- 3 - 550-gal. Storage Tanks (underground)
- 1 - Hobart Meat Scale - #24
- 1 - Standard - #30
- 1 - Safe (3 x 2)
- 1 - Meat Block
- 1 - Clary Cash Register
- 1 - 1/2 H.P. Water Pump and Pressure Tank
- 1 - Hand Cart
- 1 - Shopping Cart
- 1 - Tyler Vegetable Case
- 1 - Amana 25 CF Deep Freeze
- 2 - Wood Heating Stoves
- 2 - Refrigerated Display Cases (rentals)
- 1 - Nehi Pop Case (loaner)
- 1 - Small Pop Case (loaner)
- 1 - 4-Hole Ice Cream Cabinet
- 1 - International Harvester Deep Freeze
- 1 - Frigidaire Freezer Display Case
- 1 - 8-ft. Clothing Bar and Capri Rack
- 1 - Detecto Mirror
- 1 - Refrigerated Air Conditioner
- 1 - Kerosene Tank and Pump

All furniture and appliances (except portable TV, Washer and Dryer).

EXHIBIT A

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Tranamerica Title Co.

this 30 day of June A. D. 1971 at 3:45 o'clock P. M., and duly recorded in

Vol. M-71 of Deeds on Page 6808

900

By WM. D. MILNE County Clerk

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

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