

CONTRACT OF SALE

28-2530

THIS AGREEMENT made this 2 day of ^{May} ~~April~~, 1972, by
JOHN . MILLS and LILLIAN L. MILLS, husband and wife, herein called
Vendor and LEO E. MURRER and ALICE G. MURRER, husband and wife,
herein called Purchaser,

WITNESSETH:

That in consideration of the mutual covenants and agree-
ments herein contained, the Vendor agrees to sell to the Purchaser
and the Purchaser agrees to purchase that certain land and all
improvements thereon situated in Klamath County, State of Oregon,
described as follows:

PARCEL 1: The SE $\frac{1}{4}$ and the SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34,
Township 35 South, Range 12 East of the Willamette
Meridian. PARCEL 2: The S $\frac{1}{2}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ of Section 34,
Township 35 South, Range 12 East of the Willamette
Meridian. PARCEL 3: A parcel of land lying in
Section 35, Township 35 South, Range 12 East of the
Willamette Meridian described as follows: Those
parts of the S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and of the SW $\frac{1}{4}$ NW $\frac{1}{4}$ lying
Northwesterly of Indian Service Road S-65 commonly
known as Godowa Springs Road. PARCEL 4: Section
34, Township 35 South, Range 12 East of the Willa-
mette Meridian, SE $\frac{1}{4}$ NE $\frac{1}{4}$, excepting therefrom that
part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$, (Also known as the Clark Chock-
toot Allotment No. 1001), lying East of the Klamath
County Road, and that portion of said allotment lying
West of the Klamath County Road and described by
metes and bounds as follows: Beginning on the West
boundary of Klamath County Road right of way, which
point bears West, 40.0 feet from the quarter section
corner common to Sections 34 and 35, Township 35
South, Range 12 East of the Willamette Meridian;
thence West 150.0 feet along the South boundary of
said SE $\frac{1}{4}$ NE $\frac{1}{4}$, Section 34; thence North 370.0 feet;
thence East, 95.0 feet; thence South 14°46' East,
97.5 feet along said road right of way line; thence
235.8 feet along said road right of way line, being
the arc of a 6°16' curve, which long chord bears
South 7°23' East, 235.2 feet; thence South 42.4 feet
along said road right of way line to a point of
beginning. PARCEL 5: The NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 34, Town-
ship 35 South, Range 12 East of the Willamette
Meridian.

together with those items of personal property set forth on the
attached list, marked Schedule "A".

The purchase price of the property which Purchaser agrees
to pay is the sum of ONE HUNDRED TWENTY-SEVEN THOUSAND and no/100

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Klamath Falls, Oregon 97601

MAY 5 10 51 AM 1972

1 DOLLARS (\$127,000.00), payable as follows:-----

2 a. The sum of FIVE THOUSAND and no/100 DOLLARS (\$5,000.00)
3 has previously been paid as earnest money.

4 b. The sum of SIX THOUSAND and no/100 DOLLARS (\$6,000.00)
5 which is paid upon the execution hereof.

6 c. The remaining balance of said purchase price in the sum
7 of ONE HUNDRED SIXTEEN THOUSAND and no/100 DOLLARS (\$116,000.00) shall
8 be paid in annual installments at the times and in the amounts as
9 follows: The first annual installment shall be paid on January 1,
10 1973 in the amount of FOUR THOUSAND ONE HUNDRED and no/100 DOLLARS
11 (\$4,100.00) and on May 1, 1973 in the amount of FOUR THOUSAND ONE
12 HUNDRED and no/100 DOLLARS (\$4,100.00); the second annual installment
13 shall be paid on January 1, 1974 in the amount of TEN THOUSAND and
14 no/100 DOLLARS (\$10,000.00); and a like payment on January 1 of each
15 year thereafter until January 1, 1983, at which said time the full
16 remaining balance of both principal and accrued interest shall be
17 paid. All deferred balances shall bear interest at the rate of
18 SEVEN PERCENT (7%) per annum from the date hereof until paid, interest
19 to be paid annually and being included in the minimum regular
20 annual installments above required.

21 The purchasers are husband and wife, but do not wish to take
22 as tenants by the entirety. It is agreed that the interest of Pur-
23 chaser hereto shall be made as tenants in common and not as tenants
24 by the entirety.

25 The Purchaser covenants with and warrants to the Vendor that
26 the real property described in this contract is primarily for Pur-
27 chaser's personal agricultural purposes.

28 In the event Purchaser fails to pay, when due, any amounts
29 required by him to pay hereunder, Vendor may pay any or all such
30 amounts. If Vendor makes any such payments, the amounts thereof
31 shall be added to the purchase price of the property on the date such
32 payments are made by Vendor and such amounts shall bear interest at
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1 the same rate as provided above.

2 All taxes levied against the above described property for
3 the current tax year shall be prorated between the Vendor and the
4 Purchaser as of the date hereof. The Purchaser agrees to pay, when
5 due, all taxes which are hereinafter levied against said property
6 and all public, municipal and statutory liens which may be hereafter
7 lawfully imposed upon the premises.

8 Purchaser agrees to keep the buildings on said premises
9 insured against loss by fire or other casualty in an amount not less
10 than insurable value in a company or companies satisfactory to the
11 Vendor, with loss payable to the parties hereto as their interests
12 appear at the time of the loss, with priority in payment to the
13 Vendor. Any amount received by Vendor under the insurance in payment
14 of a loss shall be applied upon the unpaid balance of the purchase
15 price and shall reduce said unpaid balance to the extent of the amount
16 of the insurance payment received by Vendor. All uninsured losses
17 shall be borne by the Purchaser, on or after the date the Purchaser
18 becomes entitled to possession. The Purchaser shall be entitled to
19 possession of said lands on May 1, 1972, and may retain such possession
20 as long as he shall not default under the terms of this agreement.
21 The Purchaser agrees that at all times he will keep the buildings on
22 said premises or hereafter erected in good condition and repair and
23 will not suffer or permit any waste or strip thereof; that he will
24 keep said premises free from all mechanics and all other liens and
25 save the Vendor harmless therefrom and reimburse the Vendor for all
26 costs and attorneys fees incurred by him in defending against any
27 such liens.

28 The Vendor hereby transfers and assigns to the Purchaser all
29 interests of the Vendor in and to that certain Winema Forest grazing
30 permit now held by the Vendor.

31 Purchaser agrees that all improvements now located on or
32 which shall hereafter be placed on the premises shall remain a part

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BEDDOE, HENDERSON & HAMILTON
ATTORNEYS AT LAW
404 BIRD STREET
SEASIDE, CALIF. 94061

1 of the real property and shall not be removed at any time prior to
2 the expiration of this agreement without the written consent of the
3 Vendor. The Purchaser shall maintain the property and all improve-
4 ments thereon and all alterations thereof in good condition and
5 repair. The Purchaser shall not otherwise make or cause to be made
6 any improvements or alterations to the property without first ob-
7 taining the written consent of the Vendor.

8 The Vendor shall furnish at his expense a Purchaser's title
9 insurance policy in the amount of \$110,000.00 within ten days of
10 the date hereof insuring Purchaser against loss or damage sustained
11 by him by reason of the unmarketability of Vendor's title or liens
12 or encumbrances thereon, excepting matters contained in the printed
13 exceptions in such title insurance policy, easements, conditions and
14 restrictions of record and encumbrances herein specifically mentioned,
15 if any, and those apparent upon the land.

16 Contemporaneously herewith, the Vendor has executed a good
17 and sufficient warranty deed conveying the above described real estate
18 in fee simple unto the Purchaser, his heirs and assigns, free and clear
19 of all encumbrances as of the date hereof, excepting the following:

- 20 1. Taxes for the year 1971-72, which shall be prorated
21 by the parties as herein stated.
- 22 2. Rights of the public in and to any portion of said pre-
23 mises lying within the limits of roads and highways.
- 24 3. Recitals as set forth in deed from David Chocktoot and
25 Clara Chocktoot, husband and wife, to John Mills and Lillian Louise
26 Mills in Deed recorded June 24, 1955 in Deed Volume 275 at page 330
27 as follows: "This document is subject to any existing easements for
28 public utilities, and for railroads and pipe lines and for any other
29 easements or other rights of way for record. All subsurface rights,
30 excepting water, are hereby reserved, in trust for the grantors."
- 31 4. Application, including the terms and provisions thereof,
32 for Right of Way, as disclosed by an instrument recorded June 11, 1958

1 in Miscellaneous Volume 12 at page 573, affecting the SW $\frac{1}{4}$, from
2 John Mills and Lillian Louise Mills to the United States of America.

3 5. Application, including the terms and provisions thereof,
4 for Right of Way, as disclosed by an instrument recorded March 25,
5 1959 in Miscellaneous Volume 13 at page 400, from John Mills and
6 Lillian Louise Mills to the United States of America.

7 6. Conditions and restrictions as set forth in that cer-
8 tain instrument recorded in Deed Volume 305, page 201 (NE $\frac{1}{4}$ SW $\frac{1}{4}$ Sec. 34).

9 7. Conditions and restrictions as set forth in that cer-
10 tain instrument recorded in Deed Volume 315, page 652 (Pt in Sec. 35).

11 8. Conditions and restrictions as set forth in that cer-
12 tain instrument recorded in Deed Volume 305, page 643 (SE $\frac{1}{4}$ NE $\frac{1}{4}$ Sec. 34).

13 As soon as practicable following the execution of this
14 agreement, the Vendor shall deliver in escrow to the United States
15 National Bank of Oregon, Klamath Falls Branch, Klamath Falls, Oregon:

16 a. A warranty deed to the property free and clear of all
17 encumbrances except as explicitly specified herein, said deed to be
18 executed by the Vendor with the Purchaser as the grantee.

19 b. An executed copy of this agreement.

20 c. An unexpired policy or policies of fire insurance on
21 the described property.

22 d. A bill of sale covering the above described personal
23 property in attached Schedule "A".

24 e. A policy of title insurance covering the above described
25 property.

26 f. All expenses of escrow and the attorneys fees involved
27 in the establishment thereof and of the drafting of all the documents
28 relating to this transaction shall be shared equally by the parties
29 hereto.

30 The parties hereto hereby instruct the said escrow agent
31 to receive for Vendor's account the balance of the installment pay-
32 ments provided for herein. Upon full payment of the principal and

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1 interest provided for herein, the escrow agent shall deliver to the
2 Purchaser the instruments specified above, except that when the
3 total payments on the contract herein, including principal and interest,
4 reach the sum of FORTY-EIGHT THOUSAND TWO HUNDRED and no/100 DOLLARS
5 (\$48,200.00), said escrow agent shall deliver up to the Purchaser the
6 bill of sale conveying ownership of the personal property attached to
7 said contract as Schedule "A". If the Purchaser fails to pay any
8 installments before the expiration of Thirty (30) days after the due
9 date hereof, the escrow agent is authorized to surrender to the Vendor,
10 upon demand and without notice to the Purchaser, all of the documents
11 specified in the preceeding paragraphs thereby terminating the escrow.

12 In the event that Purchaser shall fail to perform any of
13 the terms of this agreement, time of payment and performance being
14 of the essence, Vendor shall, at his option, subject to the require-
15 ments of notice as herein provided, have the following rights:

16 a. To foreclose this contract by strict foreclosure in
17 equity.

18 b. To declare the full unpaid balance of the purchase
19 price immediately due and payable.

20 c. To specifically enforce the terms of this agreement by
21 suit in equity.

22 d. To declare this agreement null and void as of the date
23 of the breach and to retain as liquidated damages the amount of the
24 payment theretofore made upon said premises. Under this option all of
25 the right, title and interest of Purchaser shall revert and revest in
26 Vendor without any act of re-entry or without any other act by Vendor
27 to be performed, and Purchaser agrees to peaceably surrender the premises
28 to Vendor, or in default thereof Purchaser may, at the option of
29 Vendor, be treated as a tenant holding over unlawfully after the expira-
30 tion of a lease and may be ousted and removed as such.

31 Purchaser shall not be deemed in default for failure to perform any
32 covenant or condition of this contract, other than the failure to make

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BEDDOE, HENDERSON & HAMILTON
ATTORNEYS AT LAW
404 N. 10TH ST.
WHEATRIE, ILL. 60091

1 payments as provided for herein, until notice of said default has
2 been given by Vendor to Purchaser and Purchaser shall have failed
3 to remedy said default within 30 days after the giving of the
4 notice. Notice for this purpose shall be deemed to have been given
5 by the deposit in the mails of a certified letter containing said
6 notice and addressed to Purchaser at Beatty, Oregon

7 . If Purchaser shall fail to make
8 payments as herein provided and said failure shall continue for more
9 than 30 days after the payment becomes due, Purchaser shall be
10 deemed in default and Vendor shall not be obligated to give notice to
11 Purchaser of a declaration of said default.

12 The true and actual consideration paid for this transfer
13 stated in terms of dollars is \$127,000.00.

14 In case suit is instituted to foreclose this contract or to
15 enforce any provision hereof, the buyer agrees to pay such sum as the
16 trial court may adjudge reasonable as attorneys fees to be allowed
17 plaintiff in said suit and if an appeal is taken from any judgment
18 or decree of such trial court, the buyer further promises to pay such
19 sum as the appellate court shall adjudge reasonable as plaintiff's
20 attorney fees on such appeal.

21 In construing this contract, it is understood that the seller
22 or the buyer may be more than one person or a corporation; that if
23 the context so requires, the singular pronoun shall be taken to mean
24 and include the plural, the masculine, the feminine and the neuter,
25 and that generally all grammatical changes shall be made, assumed
26 and implied to make the provisions hereof apply equally to corporations
27 and to individuals.

28 This agreement shall bind and inure to the benefit of, as
29 the circumstances may require, not only the immediate parties hereto
30 but their respective heirs, executors, administrators, successors
31 in interest and assigns as well.

32 IN WITNESS WHEREOF, said parties have executed this instrument
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ATTORNEYS AT LAW
BEATTY, OREGON

1 in triplicate; if either of the undersigned is a corporation, it has
 2 caused its corporate name to be signed and its corporate seal
 3 affixed hereto by its officers duly authorized thereunto by order
 4 of its board of directors.

5 VENDORS:

John Mills
Lillian L. Mills

8 STATE OF OREGON)
 9 County of Klamath)

10 On the 2 day of ^{MAY}~~April~~, 1972, personally appeared the
 11 above named JOHN . MILLS and LILLIAN L. MILLS, husband and wife,
 12 and acknowledged the foregoing instrument to be their voluntary
 13 act and deed.

Before Me:

14
 15 LINDA L. PENNEY
 16 Notary Public for Oregon
 17 My commission expires 1-20-76

Linda L. Penney
 Notary Public for Oregon
 My Commission Expires: 1-20-76

18 PURCHASERS:

Leo E. Murrer
Alice G. Murrer

21 STATE OF OREGON)
 22 County of Klamath) ss.

23 On the 2 day of ^{MAY}~~April~~, 1972, personally appeared the
 24 above named LEO E. MURRER and ALICE G. MURRER, husband and wife, and
 25 acknowledged the foregoing instrument to be their voluntary act and
 26 deed.

Before Me:

27
 28 LINDA L. PENNEY
 29 Notary Public for Oregon
 30 My commission expires 1-20-76

Linda L. Penney
 Notary Public for Oregon
 My Commission Expires: 1-20-76

4790

SCHEDULE A

Mower - 7' Ford
Squeeze Chute
841 Ford Diesel
New Holland Rake
Hay Loader
Major Diesel Tractor
John Deere Scraper
Disc
12' John Deere Harrow
20' John Deere Harrow
2 B. Plow
Blade
8' Off Set Disc
Calf Chute
Hay Staker
New Holland Baler
International Swather
John Deere Drill
Ford Truck
2 Wagons
1 Diesel Tank
1 Gas Tank
1 Hoist
4 Culverts
Sheets of Corrugated Iron

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TRANSAMERICA TITLE INS. CO

this 5th day of MAY A. D., 1972 at 10:51 o'clock A. M., and duly recorded in
Vol. M. 72 of DEEDS on Page 4782

FEE \$18.00

WM. D. MILNE, County Clerk

By Hazel D. Dugan