

28-3780  
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This Agreement, made and entered into this 3d day of November, 1972 by and between  
HEIDER FARMS, INC., an Oregon corporation,  
hereinafter called the vendor, and  
DONALD T. BERGER and ARLENE M. BERGER, husband and wife,  
hereinafter called the vendee.

WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

The Easterly 780 feet of West 1/4 of Section 9, Township 40 South, Range 9 East of the Willamette Meridian, EXCEPTING THEREFROM that portion lying within right of way of Main and Cross Road.

Subject to: Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District; Easements and rights of way of record and those apparent on the land, if any; Agreement, including the terms and provisions thereof, recorded June 13, 1972 in Book M-72 at page 6322, Microfilm Records, affecting subject property;

at and for a price of \$ 24,500.00 , payable as follows, to-wit:

\$ 5,500.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 19,000.00 with interest at the rate of 7 % per annum from November 10, 1972; payable in installments of not less than \$ 1,000.00 semi-annually, inclusive of interest, the first installment to be paid on the 10th day of May 1973, and a further installment on the 10th day of every Nov. & May thereafter until the full balance and interest are paid. All or any portion may be prepaid without penalty.

It is expressly understood that the property being contracted for hereunder is subject to a lease wherein vendor is Lessor and Gulf Oil Corporation is Lessee, and the annual rental thereunder is \$1.00 per acre. Vendor is contemporaneously assigning to vendee a 45/1000th interest in said lease insofar as it affects the above-described property. A copy of this contract and said assignment of lease will be forwarded to Gulf Oil Corporation, P.O. Box 1392, Bakersfield, California 93302 by registered or certified mail.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~at Klamath Falls,~~ at the First Federal Savings and Loan Association of Klamath Falls,

Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and

that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property November 10, 1972.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above stated,

which vendee assumes, and will place said deed and purchasers' policy of title insurance in sum of \$24,500.00 covering said real property, together with one of these agreements in escrow at the First Federal Savings and Loan Association of Klamath Falls, at Klamath Falls, Oregon

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

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

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

In construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

**Should Gulf Oil Corporation not separately pay vendee for their interest in said lease hereinbefore described, vendor shall pay the sum of \$45.00 per year to vendee upon vendor's receipt of the lease payments provided for in said lease.**

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

By Donald Thuer President  
MEERK FARM, INC.

By Bartholomew Meeker Secretary

Ronald T. Berger

Orline M. Berger

From the office of  
Ganong, Gordon & Sizemore  
Attorneys at Law  
First Federal Bldg.  
Klamath Falls, Ore.

Return To:  
MRS. DONALD M. BERGER  
4003 Granite Creek Rd.  
Santa Cruz, Calif.

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YA Form 34-2011 (11-1-54)

Form No. 77

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VA Form 28-4185 c (H&M)  
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FORM No. 755

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