

A 22703

THIS CONTRACT OF SALE of real property made this 15 day of
NOVEMBER, 1973, between JAMES A. BUNNELL and HELEN MARIE
BUNNELL, also known as Helen M. Bunnell, husband and wife, hereinafter
called "Vendor", and SAM WONG & SON, INC., a corporation, hereinafter
called "Purchaser";

W I T N E S S E T H:

Vendor agrees to sell to Purchaser and Purchaser hereby agrees
to buy from Vendor, at the price and on the terms, covenants, condi-
tions and provisions hereinafter contained, all of the following
described property situate in the County of Klamath, State of Oregon,
more particularly described as follows:

The real property described in Exhibit "A" attached hereto
and thereby made a part hereof as though fully set forth
hereat.

SUBJECT TO: The exceptions set forth in Exhibit "A".

SPECIAL TERMS, COVENANTS, CONDITIONS AND PROVISIONS

The purchase price of the property, which Purchaser agrees to
pay, is the sum of \$65,000.00, payable as follows:

(a) \$10,000.00 down payment, receipt of which is hereby
acknowledged.

(b) \$55,000.00 deferred balance payable as follows:
Annual installments of not less than \$5,500.00, plus
interest, the first such installment to be paid on the
first day of December, 1973, and a like installment to be
paid on the first day of each December thereafter until
the full sum of principal and interest due and owing on
the deferred balance of the terms of this contract has
been paid.

The deferred balance shall bear interest at the rate of six (6%)
percent per annum from the date of this contract on declining
balances thereof.

All installments due Vendor from Purchaser under this agreement
shall be paid without demand to the Escrow Holder hereinafter named.
All payments under the terms of this contract shall be applied first
to interest due at the time of payment and then to principal.

From and after January 1, 1974, Purchaser may increase any
installment or prepay all or any part of the whole consideration

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1 at any time. No partial payment, increased installment, nor payment
2 for partial conveyance pursuant to the provisions of this agreement,
3 shall be credited in lieu of any regular future installment nor excuse
4 Purchaser from making the regular installments specified in this
5 agreement.

6 Purchaser has made an independent investigation and inspection
7 of the real property herein described and has entered into this
8 contract without relying on any statement or representation or
9 covenant not specifically embodied in this contract, and accepts the
10 property described in this agreement as is, in its present condi-
11 tion, and requires no work of any kind to be done on said property
12 by Vendor.

GENERAL TERMS, COVENANTS, CONDITIONS AND PROVISIONS

The real property above described hereby sold to Purchaser includes all and singular. the tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging, or in anywise appertaining. improvements thereon. including, but not limited to, stationary pumps, pumping stations, motors, engines, reservoirs, nonportable pipes and flumes or other nonportable equipment now used for the production of water thereon or for the irrigation or drainage thereof, and the reversions, remainders, rents, issues and profits thereof, together with all the rights to the use of water for irrigating said premises and for domestic use thereon to which Vendor is now entitled, or which are now used on said premises, however the same may be evidenced, and together with all shares of stock or shares of water in any ditch or irrigation company which, in any manner entitles the Vendor water for irrigating or domestic purposes upon said real property. The Vendor's lien created by this contract shall and does hereby include the real property above described. together with, all and singular, the tenements, hereditaments, rights, easements, privileges and appurtenances thereunto belonging or in anywise appertaining, and all improvements now or hereafter thereon, including, but not limited to, stationary pumps, pumping stations, motors, engines, reservoirs, nonportable pipes and flumes or other nonportable equipment now or hereafter used for the production of water thereon for the irrigation or drainage thereof, and the reversions, remainders, rents, issues and profits thereof, and together with all the rights to the use of water for irrigating said premises and for domestic use thereon to which said real property is now or may hereafter become entitled, or which now are or may hereafter be used on said premises, however the same may be evidenced, and together with all shares of stock or shares of water in any ditch or irrigation company which in any manner entitles the legal or equitable owner thereof to water for irrigating or domestic purposes upon said real property. In addition, Purchaser

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1 hereby agrees that the Vendor's lien is superior to any and all rights
2 of Purchaser under and by virtue of any homestead, stay or exemption
3 laws now in force, or which may hereafter become laws and that no
4 timber will be cut from any of the real property subject to said lien.

5 Vendor hereby warrants that he has good and merchantable title
6 to the real property above described, subject to the exceptions above
7 set forth. Vendor will, upon execution hereof, make and execute in
8 favor of Purchaser, a good and sufficient warranty deed conveying
9 said premises free and clear as of this date of all encumbrances,
10 subject to the above set forth exceptions, and will place said deed,
11 together with the original of this agreement, and any other conveyances
12 of title or security instruments required hereby in escrow at Merrill
13 Branch of First National Bank of Oregon, with instructions to said
14 Escrow Holder that when and if the Purchaser shall have paid the
15 balance of the purchase money and interest as above specified and
16 shall have complied with all other terms and conditions of this agree-
17 ment, to deliver the same to Purchaser subject to the usual printed
18 conditions and provisions of the standard form of escrow instructions
19 provided by said Escrow Holder.

20 Vendor shall furnish, at his own expense, a Purchaser's Policy
21 of Title Insurance issued by Klamath County Title Co. under Order
22 No. A-22703 insuring Purchaser's title in the above described real
23 property in the amount of \$65,000.00 subject to the above set forth
24 exceptions and the printed conditions and exceptions contained in
25 the usual form of title policy issued by said title insurance
26 company and shall deposit said policy with the above named
27 Escrow Holder to be held in escrow for delivery to Purchaser
28 along with Vendor's warranty deed according to the terms herein
29 specified.

30 Purchaser shall be entitled to possession of the above described
31 real property on date hereof. Purchaser shall remain in possession
32 so long as Purchaser is not in default hereunder. Purchaser shall

and hereby agrees to keep said real property in clean, sanitary, sightly, attractive condition; to commit no waste or otherwise damage or injure said premises; to maintain said premises in accordance with the laws and the ordinances and regulations of any constituted authority applying to said premises and to make up no unlawful use thereof; to pay regularly and seasonably, and before the same shall become delinquent, all taxes, assessments, and charges of whatever nature (including additional charges by reason of change of use) levied and assessed against said real property and to pay and discharge all encumbrances thereafter placed thereon by Purchaser; to permit no lien or other encumbrances to be filed upon or placed against said premises without the written consent of Vendor; and it is further understood and agreed for the purposes of this provision that if Purchaser fails to pay or discharge any taxes, assessments, liens, encumbrances, or charges, Vendor, at his option and without waiver of default or breach of Purchaser, and without being obliged to do so, may pay or discharge all or any part thereof all of which said sums so paid by Vendor shall become repayable by Purchaser, together with interest at the rate of ten (10%) percent per annum, upon demand, payment of which is part of the performance of this agreement by Purchaser and a condition precedent to delivery of the Warranty Deed and other documents by the Escrow Holder.

Purchaser agrees to keep the buildings now on or hereafter placed upon the above described real property insured against loss by fire or other casualty in an amount not less than maximum insurable value total insurance and shall obtain, at his own expense, said insurance in the name of Vendor as the primary insured with an endorsement thereon providing for loss payable to Vendor and Purchaser as their respective interests may appear. The policy or policies of insurance shall be delivered to Vendor, or, in lieu thereof, a certificate of such insurance may be provided by Purchaser and delivered to Vendor. If a loss should occur for which insurance proceeds shall become payable, the Purchaser may elect to either

1 rebuild or repair the portion of the building so destroyed, or apply
2 the proceeds to payment of the then unpaid balance of the purchase
3 money. If the Purchaser elects to rebuild, he shall sign such docu-
4 ments as may be required by Vendor to guarantee the application of
5 the insurance proceeds to the cost of such rebuilding or repair.

6 In the event any governmental agency or entity having the power
7 of eminent domain acquires by eminent domain, or by negotiated sale
8 in lieu of eminent domain, all, or any portion, of the real property
9 described in this contract, Vendor may require Purchaser to apply all
10 proceeds received by Purchaser from such acquisition (remaining after
11 payment by Purchaser of attorney fees, appraiser fees, and related
12 necessary and reasonable costs in connection with securing said pro-
13 ceeds) which proceeds are hereinafter called "net proceeds" toward
14 the payment of the sums secured by this contract. Upon receipt of
15 said net proceeds. Purchaser shall notify Vendor of the amount of said
16 net proceeds and Vendor shall, within ten (10) days after such notifi-
17 cation, notify Purchaser in writing if Vendor elects to have said net
18 proceeds applied toward payment of the sums secured by this contract.
19 If Vendor fails to so notify Purchaser of such election, Vendor shall
20 conclusively be deemed to have elected not to require Purchaser to
21 apply said net proceeds toward the sums secured by this contract. If
22 Vendor elects to have said net proceeds applied toward payment toward
23 the sums secured by this contract, the amount to be received by Vendor
24 shall not exceed the total of the principal plus accrued interest to
25 the date of receipt thereof by Vendor, and all such sums shall be paid
26 to the Escrow Holder named herein. Regardless of whether Vendor elects
27 to have said net proceeds applied to the sums secured by this contract,
28 Vendor will join in any conveyance required by the governmental agency
29 or entity acquiring a portion or all of the real property described
30 herein by eminent domain, but Vendor shall not be required to partially
31 convey more property than that which is acquired by such governmental
32 agency or entity. Vendor shall not be obligated to participate in

1 any negotiations with such governmental agency or entity. Any
2 notice or notices required to be given by Purchaser to Vendor
3 pursuant hereto shall be in writing, and shall be deemed given
4 when the same is deposited in the United States mail as registered
5 mail, postage prepaid, addressed to Vendor at the last address of
6 Vendor shown on the records of the Escrow Holder.

7 Vendor may appear in or defend any action or proceeding at
8 law, in equity or in bankruptcy, affecting in any way the security
9 hereof, and in such event, Vendor shall be allowed and paid, and
10 Purchaser hereby agrees to pay, all costs, charges and expenses,
11 including costs of evidence of title or validity and priority of
12 the security and attorney fees in a reasonable sum, incurred in
13 any such action or proceeding in which Vendor may appear, which shall
14 bear interest at ten (10%) percent from date of demand therefor.
15 Failure of Purchaser to pay Vendor for such costs, charges and
16 expenses within ninety (90) days from date of demand therefor
17 shall constitute a breach of this contract.

18 If Purchaser shall fail to perform any of the terms of this
19 agreement, time of payment and performance being of the essence,
20 Vendor shall, at his option, subject to the requirements of notice
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as herein provided, have the following rights:

(a) To foreclose this contract by strict foreclosure in equity;

(b) To declare the full unpaid balance of the purchase price immediately due and payable;

(c) To specifically enforce the terms of this agreement by suit in equity; and

(d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payments heretofore made upon said premises. Under option (d) all of the rights, title and interest of Purchaser shall revert and revest in Vendor without any act of re-entry or without any other act by Vendor to be performed, and Purchaser agrees to peaceably surrender the premises to Vendor, or in default thereof, Purchaser may, at the option of Vendor, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

Purchaser shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Vendor to Purchaser and Purchaser shall have failed to remedy said default within thirty (30) days after the giving of the notice.

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

Where notice in writing is required by Vendor to the Purchaser, such notice shall be deemed given when the same is deposited in the United States Mail as registered mail, addressed to the last address of Purchaser shown on the records of the Escrow Holder.

No waiver by Vendor of any breach of any covenant of this agreement shall be construed as a continuing waiver of any subsequent breach of such covenant nor as a waiver of any breach of any other covenant nor as a waiver of the covenant itself.

In the event any suit or action is commenced to foreclose this Contract of Sale

1 contract, the court having jurisdiction of the case may, upon motion
2 by Vendor, appoint a receiver to collect the rents and profits arising
3 out of the above described real property and to take possession,
4 management and control of the same during pendency of such foreclosure
5 proceeding or until payment of the obligations hereby secured, and
6 apply said rents and profits to the payment of the amount due hereunder,
7 first deducting all proper charges and expenses attending the execution
8 of said receivership.

9 Upon the commencement of any suit or action to collect the
10 indebtedness or disbursements, secured hereby, or any part thereof,
11 or to enforce any provision of this contract by specific performance,
12 foreclosure, or otherwise, there shall become due, and Purchaser agrees
13 to pay to Vendor, in addition to all statutory costs and disbursements,
14 any amount Vendor may incur or pay for any title report, title search,
15 insurance of title, or other evidence of title subsequent to the date
16 of this contract on any of the real property above described and
17 this contract shall be security for the payment thereof.

18 In the event any suit or action is instituted to collect the
19 indebtedness or disbursements secured hereby, or any part thereof,
20 or to enforce any provision of this contract by specific performance,
21 or foreclosure, or otherwise, the prevailing party, at trial, or on
22 appeal, shall be entitled to such reasonable attorney's fees as shall
23 be fixed by the court having jurisdiction of the case, in addition
24 to statutory costs and disbursements.

25 Upon delivery of any partial conveyance from Vendor to Purchaser,
26 as provided herein, and the payment of the full consideration therefor,
27 the terms, covenants, conditions and provisions of this contract shall
28 not extend to, nor be binding upon, the real property conveyed by
29 such partial conveyance.

30 This agreement contains the full understanding of the parties
31 with respect to the subject hereof and no modification hereof shall
32 be given effect unless the same be in writing subscribed by the

parties hereto or their successors in interest.

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

In construing this agreement, the singular shall include both the singular and the plural and the masculine both the masculine and feminine.

James A. Bunnell (SEAL)
James A. Bunnell

Helen Marie Bunnell (SEAL)
Helen Marie Bunnell

Vendor

SAM WONG & SON, INC.

By _____

(SEAL)

By Janet J. Chin

STATE OF OREGON)
County of Klamath) ss.

On the _____ day of February, 1973, personally appeared the above named James A. Bunnell and Helen Marie Bunnell, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(SEAL)

Notary Public for Oregon
My commission expires: _____

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1 STATE OF OREGON)
2 County of Klamath) ss.

3 On the 15 day of MARCH, 1973, personally appeared
4 George Chin and Janet Chin
5 who, being duly sworn, each for himself and not one for the other, did
6 say that the former is the PRESIDENT and that
7 the latter is the SECRETARY of Sam Wong &
8 Son, Inc., a corporation, and that the seal affixed to the foregoing
9 instrument is the corporate seal of said corporation and that said
10 instrument was signed and sealed in behalf of said corporation by
11 authority of its board of directors; and each of them acknowledged
12 said instrument to be its voluntary act and deed.

Before me:

13 (SEAL)

John H. Quinn
Notary Public for Oregon
My commission expires: 5-23-77

14 For valuable consideration, the receipt of which is hereby
15 acknowledged, the undersigned, jointly and severally, do hereby
16 guarantee unconditionally the payment and faithful performance of
17 the foregoing contractual obligations of Sam Wong & Son, Inc., as
18 Purchaser therein. The undersigned, jointly and severally,
19 further expressly waive presentment for payment, notice of nonpay-
20 ment, and protest to any extensions of time of payment guaranteed
21 by us. This guarantee is to remain in full force and effect during
22 the term of said contract and until it is fully paid and performed.
23 It is understood and agreed that there are no conditions or limita-
24 tions to this understanding and that after execution, no alteration,
25 change or modification shall be made except by writing signed by
26 all the parties hereto and the undersigned.

27 Dated this 15 day of MARCH, 1973.

28 _____
George Chin

29 _____
Janet Chin

30 STATE OF OREGON)
31 County of Klamath) ss.

32 On the 15 day of MARCH, 1973, personally appeared the
above named George Chin and Janet Chin, husband and wife, and acknow-
ledged the foregoing instrument to be their voluntary act and deed.

(SEAL)

Before me:

John H. Quinn
Notary Public for Oregon
My commission expires: 5-23-77

Exhibit "A"

PARCEL 1:

All that portion of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and of Government Lot 11, of Section 11, Township 41 South, Range 11 East, Willamette Meridian, which lies Southwesterly of a line drawn parallel to and distant 200 feet Southwesterly of the center line of the railway of the Great Northern Railway Company as now located and constructed; said center line being more particularly described as follows: Beginning at a point in the Westerly boundary of said Section 11 distant 977.00 feet Northerly from the Southwest corner thereof; thence Southeasterly along a straight line making a southeasterly included angle of 61°46' with said Westerly boundary, 531.9 feet; thence Southeasterly along the arc of a 1° curve to the left, 2830.00 feet; thence Easterly on tangent 2141.00 feet, more or less, to an intersection with the Easterly boundary of said Section 11 at a point distant 36.8 feet Northerly from the Southeast corner thereof. The said strip of land containing 12.35 acres, more or less, in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ and 0.22 of an acre, more or less, in Government Lot 11 of said Section 11, Township 41 South, Range 11 East, Willamette Meridian, exclusive of right of way previously granted for highway and for a Government irrigation and drainage canal, SAVING AND EXCEPTING a piece or parcel of land situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 11, T. 41 S., R. 11 E.W.M. in Klamath County, Oregon, being more particularly described as follows: Beginning at a 5/8 inch iron pin in the East right of way boundary of the Adams Point County Road, as the same is presently located and constructed from which the monument marking the Southwest corner of Sec. 11, T. 41 S., R. 11 E.W.M., bears N. 89°57'10" W. 30.0 feet and S 0°02'50" W. 251.75 feet distant; thence N 0°02'50" E along the easterly right of way boundary of said County Road 475.20 feet to an iron pin at its intersection with the Southwesterly right of way boundary of the Burlington-Northern Railroad; thence along said Railroad right of way S 61°34'10" E. 389.7 feet to a point; thence along a circular curve to the left (which has a central angle of 0°40'40", a radius of 5929.65 feet, and a long chord which bears S 61°54'34" E 70.38 feet) a distance of 70.4 feet to a 5/8 inch iron pin; thence continuing along a circular curve to the left (which has a central angle of 5°55'50", a radius of 5929.65 feet, and a long chord which bears S 65°13'00" E. 613.75 feet) a distance of 613.80 feet to a 5/8 inch iron pin; thence, leaving said Railroad right of way, N. 89°57'10" W. 962.4 feet, more or less, to the point of beginning, containing 4.96 acres, more or less.

PARCEL 2:

Also, an easement 20.0 feet in width which has its northeasterly boundary parallel to and contiguous with the southwesterly right of way boundary of the Burlington-Northern Railroad from the most northwesterly corner to the most southeasterly corner of the above described parcel of land; for the purpose of construction, reconstruction, operation, and maintenance of an irrigation ditch.

PARCEL 3:

Lots 3, 4, and N $\frac{1}{2}$ N $\frac{1}{2}$ of Lot 5, and the N $\frac{1}{2}$ N $\frac{1}{2}$ of Lot 6 of Section 14, Township 41 S., Range 11 East, Willamette Meridian, excepting right of way heretofore reserved by the United States for the "J" Canal.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 15th day of MARCH A. D., 1973 at 4:16 o'clock P. M., and duly recorded in Vol. 73 of DEEDS on Page 2758

PTT \$ 24.00

WM. D. MILNE, County Clerk

By *Hazel Dugan*

Exhibit "A"