

76602

28-4842

WARRANTY DEED (INDIVIDUAL)

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also known as Harold M. Rush

County

and covenant(s) that grantor is the owner of the above described property free of all encumbrances except 1971-72 taxes; Limited access in Case No. 61-166 Law (affects Parcel II); Transmission line easement recorded May 22, 1952 in Volume 254 page 617 (Parcel I) and existing contract of sale between Harold M. Rush as seller and Erskine DeLoe and Dorothy J. DeLoe as buyers dated November 3, 1971, a copy of said contract attached hereto.

and will warrant and defend the same against all persons who may lawfully claim the same, except as shown above.

The true and actual consideration for this transfer is \$13,500.00.

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Dated this 7th day of May, 1973.

Harold M. Rush

STATE OF OREGON, County of Multnomah) ss.

May 9, 1973 personally appeared the above named Harold M. Rush and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Betty Ann Egger

Notary Public for Oregon

My commission expires: 10-5-73

* The dollar amount should include cash plus all encumbrances existing against the property to which the property remains subject or which the purchaser agrees to pay or assume.

** If consideration includes other property or value, add the following: "However, the actual consideration consists of or includes other property or value given or promised which is part of the/the whole consideration." (Indicate which)

WARRANTY DEED (INDIVIDUAL)

Rush

TO

DeLashmitt

STATE OF OREGON,

County of) ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M. and recorded in book _____ on page _____ Records of Deeds of said County.

Witness my hand and seal of County affixed.

Title

By

Deputy

After Recording Return to:
Mr. and Mrs. Ralph DeLashmitt
4175 NE Sandy Blvd.
Portland, Oregon 97212

Escrow No. 42531
Order No. 28 4842 ---

6019

LAND SALE CONTRACT

THIS AGREEMENT MADE and entered into this 3rd. day of November 1971, by and between Harold M. Rush, hereinafter designated as Seller, and Erskine Deloe and Dorothy J. Deloe, husband and wife, hereinafter designated as Buyer:

WITNESSETH:

In consideration of the covenants herein exchanged between the parties hereto and in consideration of the sum of Fifteen Thousand Dollars (\$15,000.00) to be paid by the Buyer as hereinafter as provided, Seller agrees to sell unto the Buyer and Buyer agrees to buy the following described real and personal property situated in Klamath County, Oregon, to wit:

Lots 1, 2, 3, 4, 5, 6, and 7 of Block 23, OPPORTUNITY ADDITION, LYING Southwesterly of the Dallas-California Highway, as now located Also the portions of vacated 4th Street, F Street, and Block 23 alley lying adjacent to said lots, Excepting Therefrom that portion taken by the state of Oregon by and through its State Highway Commission in Case No. 61-166 law in the Circuit Court of the State of Oregon for Klamath County, for West Side By-Pass.

SUBJECT TO:

Limited access as set forth in 61-166 Law filed in the Circuit Court of the State of Oregon for Klamath County;
Easements and rights-of-way of record and those apparent upon the land.

Personal property as set forth on Exhibit "A" attached hereto.

Buyer agrees to pay to Seller the sum of One Hundred dollars (\$100.00) upon execution hereof, and the further sum of Fourteen Thousand Dollars and Nine Hundred Dollars, (\$14,900.00 in monthly installments of One Hundred Dollars, (\$100.00 per month including interest at 8 percent (8%) per annum on deferred balance, payments to be made on the first day of each month until paid, commencing on the 1st. day of December, 1971, until December 1, 1972, when payments shall be increased to \$200.00 per month till paid in full.

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Seller agrees to pay the taxes till date of sale and all prior taxes on the above-described property. Buyer agrees to pay taxes from date of sale and all taxes, public or private liens, or assessments levied or becoming due against said property before they become delinquent, and in the event that they do become delinquent, Seller, without obligation to do so, shall have the right to pay the amount due and add said amount so paid to the principal remaining due under this contract.

Buyer shall be entitled to the possession of the above described property immediately upon the execution of this agreement by the parties hereto.

Upon the execution of this contract Seller shall execute proper warranty deed conveying said real property to the Buyer, free of encumbrances except as hereinabove set forth.

Seller agrees to order, December 1, 1971 a purchaser's Title Insurance Policy in the amount of Fifteen Thousand Dollars, (\$15,000.00) insuring the Buyer against loss or damage sustained by the Buyer by reason of any defect in the title of Seller, and showing marketable title in Seller.

Said Warranty Deed, Policy and copy of the within contract shall be deposited in Escrow in the First Federal Saving & Loan, Klamath Falls, Oregon, as escrowee, and all payments hereafter made on this contract, of principal and/or interest, shall be made through the escrowee.

Upon full compliance with the terms of the contract by the Buyer and payment of said purchase price in full, together with interest due thereon, said escrowee is authorized to deliver said Warranty Deed, to the Buyer.

Buyer agrees to keep at his own expense the buildings and personal property on said premises insured at their full insurable value during the term of the contract, loss, if any, payable to Seller and Buyer as their respective interest shall appear. In case of fire loss if less than 50% of insured value, buyer may require repair of the building with the insurance money.

Upon the payment of the purchase price and in compliance with the full terms of this contract the within contract shall operate as as a Bill of Sale of said personal property to the Buyer.

Buyer shall neither commit nor permit waste of said premises. Seller reserves the right to go on said property at any time during the term of this contract for the purposes of inspecting or protecting the same.

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Time is material and of the essence hereof, and failure of the Buyer to make any of said payments as the same fall due, or within 30 days thereafter, or to observe the covenants of this contract, shall entitle the Seller at his option to terminate this contract.

Thirty days notice of such election to terminate this contract shall be given in writing by the Seller to the Buyer and to the First Federal Saving and Loan, Klamath Falls, Oregon, in whose hands the escrow agreement is placed. For the purpose of giving notice to Buyer in case of such default, it shall be sufficient if such notice is properly mailed through the United States mails by registered mail to Buyer at his last-known place of address.

In the event that Buyer should so default in said contract, Buyer shall forfeit all payments theretofore made hereunder as agreed rental for the use of said property, and Seller shall have the right immediately to take possession of said property, by force if necessary, and not be deemed guilty of trespass, and the Warranty Deed deposited in escrow, shall be delivered over immediately by the escrowee to the Seller.

Should it become necessary for the Seller to maintain any suit or action to enforce the terms of the contract, and be successful in such litigation, Buyer agrees to pay in addition to costs and disbursements, such sum as the Court may adjudge reasonable as attorney's fees to be allowed in such suit or action.

No waiver by Seller of any breach of this contract by Buyer shall be construed as waiver of any subsequent breach.

The remedies hereinabove provided shall not be exclusive but Seller shall have such other and further remedies as shall be meet and proper in law and equity.

The terms of this agreement shall inure to the benefit of and be binding upon the heirs, executors, and administrators of the respective parties hereto, except that there shall be no assignment of this contract or any interest herein by the Buyer without the written consent of the Seller.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE HEREBY SET THEIR HANDS AND SEALS IN TRIPPLICATE THE DAY AND YEAR FIRST HEREIN WRITTEN.

Harold M. Rush
SELLER

Franklin A. Lee
BUYER

Barth J. Gofer

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INVENTORY OF EQUIPMENT AND FIXTURES IN THE NORTH ENTRANCE DRIVE IN.

1. Starmaster Deep Fat Fryer: Serial No. 1010691
1. Wolf Gas Char Broiler: Model C.B. 36 F Serial No. C.B. 16913
1. Steel Back Hood and Fan. Exhaust blower, with electric Motor
1. Heavy Duty work table, two bins and one drawer.
1. Salad bar refrigerator, Glasco Table top Model/TTK55 Serial/15941
1. Sana Serve Ice Cream Machine, Mfg. General Equipment, Model No. A-404 Serial No. 41232.
2. Stainless Steel Sink, Three compartment with drain board on each side.
1. Root Beer Barrel Multiplax Faucet Co., Serial No. 227 Model 335
1. McKee reach in refrigerator three door serial No. 079565 Model Isedair. Compressor H-J 106112
1. 80 gallon hotwater tank.
10. Chrome Bar Stools.
1. Hamilton Beach Milk Shake machine, 3 place model 40 D.M. Serial No. 33213, with steel milkshake makers.
1. Cash register.
1. Heavyduty meat table, three inch hardwood top with one drawer.
1. Electric Peeler: H.C.M. Kg. Co. Model No. 15A Serial No. 55122.

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
Transamerica
on this 18th day of May A. D. 1973
at 11:11 o'clock A.M. and duly
recorded in Vol. M. 73 of Deeds
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WM. D. MILNE, County Clerk

By [Signature]
Fee 12.00 Deputy.

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