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1 THIS AGREEMENT, made and entered into this 3d day of October, 1966, by and  
2 between RUSSELL J. WALSH and EDITH WALSH, husband and wife, hereinafter called  
3 the Vendors, and TED J. SANDBERG and DOROTHY M. SANDBERG, husband and wife,  
4 hereinafter called the Vendees,

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

6 Vendors agree to sell to the Vendees and the Vendees agree to buy from the  
7 Vendors all of the following described property situate in Klamath County,  
8 State of Oregon, to-wit:

9 Tract 18 of ALTAMONT SMALL FARMS, and also

10 All that part of the North one-half of Tract 30, and all that part of  
11 Tracts 31 and 32 of Altamont Small Farms in Section 15, Township 39  
12 South, Range 9 E. W. M., lying Southwesterly of a line parallel with  
13 and distant 100 feet Southwesterly measured at right angles from the  
14 center line of the main tract of the railway of the Great Northern  
15 Railway Company as now located and constructed, said center line being  
16 more particularly described as follows:

17 Beginning at a point on the Northerly boundary of said Section 15,  
18 distant 412.2 feet Easterly from the Northwest corner thereof; thence  
19 Southeasterly along a straight line making a Southeasterly included  
20 angle of 41°02' with said Northerly boundary, a distance of 6,629.8  
21 feet, more or less, to an intersection with the Easterly boundary of  
22 said Section 15, at a point distant 926.4 feet Northerly from the  
23 Southeast corner thereof.

24 SAVING AND EXCEPTING from the above described premises, that portion  
25 thereof conveyed by the Great Northern Railway Company to Klamath  
26 County, a political subdivision of the State of Oregon, by deed dated  
27 October 12, 1942, recorded September 11, 1944, in Deed Volume 168 at  
28 page 557, Records of Klamath County, Oregon.

29 FURTHER EXCEPTING all that part of Tracts 30, 31 and 32 of Altamont  
30 Small Farms lying between the Southwesterly right-of-way line of the  
31 Great Northern Railway Company and a line parallel with and distant  
32 25 feet Southwesterly, measured at right angles, from said Southwesterly  
right-of-way line;

TOGETHER WITH the wood-burning stove in the residence thereon;

at and for a price of \$17,500.00, payable as follows, to-wit: \$3,000.00 at the  
time of the execution of this agreement, the receipt of which is hereby acknowledged; \$14,500.00 with interest at the rate of 7% per annum from September 24, 1966, payable in installments of not less than \$150.00 per month, inclusive of interest, the first installment to be paid on the 1st day of November, 1966, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid.

Vendees agree to make said payments promptly on the dates above named to the order of the Vendors, or the survivors of them, at First Federal Savings

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KLAMATH FALLS, ORE.

1 and Loan Association of Klamath Falls, at Klamath Falls, Oregon; to keep said  
2 property at all times in as good condition as the same now are, that no improve-  
3 ment now on or which may hereafter be placed on said property shall be removed  
4 or destroyed before the entire purchase price has been paid and that said prop-  
5 erty will be kept insured in companies approved by Vendors against loss or  
6 damage by fire in a sum not less than insurable value with loss payable to the  
7 parties as their respective interests may appear, said policy or policies of  
8 insurance to be held by first mortgagee or vendors, that vendees shall pay  
9 regularly and seasonably and before the same shall become subject to interest  
10 charges, all taxes, assessments, liens and incumbrances of whatsoever nature  
11 and kind including those for fiscal year commencing July 1, 1966, and agree  
12 not to suffer or permit any part of said property to become subject to any  
13 taxes, assessments, liens, charges or incumbrance whatsoever having precedence  
14 over the rights of vendors in and to said property. Vendees took possession of  
15 said property September 24, 1966.

16 Vendors will on the execution hereof make and execute in favor of vendees  
17 good and sufficient warranty deed conveying a fee simple title to said property  
18 free and clear as of this date of all incumbrances whatsoever, except easements  
19 and reservations of record and those apparent on the land, contract and/or lien  
20 for irrigation and/or drainage, acreage and use limitations under provisions of  
21 the United States Statutes and regulations issued thereunder and reservations  
22 in patents, which vendees assume, and will place said deed together with one of  
23 these agreements in escrow at First Federal Savings and Loan Association of  
24 Klamath Falls, at Klamath Falls, Oregon, and shall enter into written escrow  
25 instructions in form satisfactory to said escrow holder, instructing said escrow  
26 holder that when, and if, vendees shall have paid the balance of the purchase  
27 price in accordance with the terms and conditions of this contract, said escrow  
28 holder shall deliver said instruments to vendees, but that in case of default  
29 by vendees said escrow holder shall, on demand, surrender said instruments to  
30 vendors.

31 Escrow fees shall be deducted from the first payment made hereunder. The  
32 escrow holder may deduct cost of necessary revenue stamps from final payments



1 made hereunder.

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

18 Should vendees, while in default, permit the premises to become vacant,  
19 vendors may take possession of same for the purpose of protecting and preserving  
20 the property and their security interest therein, and in the event possession  
21 is so taken by vendors they shall not be deemed to have waived their right to  
22 exercise any of the foregoing rights.

23 And in case suit or action is instituted to foreclose this contract or to  
24 enforce any of the provisions hereof, vendees agree to pay reasonable cost of  
25 title report and title search and such sum as the trial court may adjudge reason-  
26 able as attorney's fees to be allowed plaintiff in said suit or action, and if  
27 an appeal is taken from any judgment or decree of such trial court, the vendees  
28 further promise to pay such sum as the appellate court shall adjudge reasonable  
29 as plaintiff's attorney's fees on such appeal.

30 Vendees further agree that failure by vendors at any time to require per-  
31 formance by vendees of any provision hereof shall in no way affect vendors'  
32 right hereunder to enforce the same, nor shall any waiver by vendors of any

1 breach of any provision hereof be held to be a waiver of any succeeding breach  
2 of any such provision, or as a waiver of the provision itself.

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

6 It is understood that there is a first mortgage on said premises to First  
7 National Bank of Oregon which provides that mortgagors shall pay taxes and  
8 insurance premiums. Vendees do not assume said mortgage. Pursuant thereto,  
9 vendors shall make all mortgage payments and thereby pay taxes and insurance  
10 premiums. Receipt therefor shall be presented the escrow holder which shall  
11 add the amount to the unpaid balance hereunder, which shall bear interest at  
12 the rate herein provided.

13 In the event vendors fail, neglect or refuse to make any payment required  
14 by said mortgage vendees may pay same and file receipt with the escrow holder  
15 and such amounts shall be credited on the next succeeding payment becoming due  
16 under this contract. Title insurance has been heretofore furnished vendees, which  
17 is satisfactory to them.

18 ~~XX~~  
~~XX~~

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

20 Russell Walsh  
21 Edith Walsh  
22 Ted J. Sandberg  
23 Barney M. Sandberg

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of TED SANDBERG

this 12th day of July A. D., 1973 at 2:45 o'clock P.M., and duly recorded in  
Vol. M 73, of Miscellaneous on Page 8937

Fee \$ 8.00

By WM. D. MILNE, County Clerk  
Carol Miller

29 Ted Sandberg  
30 5145 Avalon  
31 City  
32

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