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Vol. 74 Page 7484

This Agreement, made and entered into this 14th day of June, 1974 by and between

FRANCES L. WHEELER (who was formerly Frances L. Edwards)

hereinafter called the vendor, and

WILLIAM C. CASTLE,

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:

Lot 97 of PLEASANT HOME TRACTS, EXCEPTING THEREFROM the East 5 feet.

Subject to: Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Enterprise Irrigation District; Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District; and easements and rights of way of record or apparent on the land, if any.

TOGETHER WITH THE FOLLOWING DESCRIBED PERSONAL PROPERTY, TO-WIT:

NORSEMAN, 8 x 40 MOBILE HOME, Serial No. 40N168117A, Title No. 7227601973:

Davenport; Refrigerator; Range; Bed, Mattress and Box Springs; Draperies.

ELCAR MOBILE HOME, Serial No. 6535, Title No. 673000093:

Washer and Dryer; End Table; Queen Size Bed, Mattress and Box Springs; Oil Furnace; Awnings; Built in Range and Refrigerator; Dining Table and 4 Chairs; China Hutch; Couch; Davenport; Smoking Table; Rocker; Coffee Table; 2 End Tables; Occasional Table; Draperies; Storage Shed.

SUNLIGHT MOBILE HOME, Serial No. S1075, Title No. 7324019067:

Davenport; Chair; Pole Lamp; Kitchen Table and 4 Chairs; Range; Refrigerator; Wall Clock; Bed, Mattress and Springs; Draperies; Vent Fans.

PARKWAY DOUBLE WIDE MOBILE HOME, Serial No. 2564; Title No. 7224505250;

Dining Table and 6 Chairs; Built in Hutch room divider with door; Davenport; Rocker; Velvet Chair; Coffee Table; Lamp Table; End Table; Music Center or Book Case; Draperies; Forced Air Furnace; Bed, Mattress and Box Springs; Dresser; Head Board; Chain Lamps; Chest of Drawers and Dresser; Draperies in Bedrooms (2); Wicker Bathroom Storage (wall); Wall Mirror; Range; Refrigerator; Stacked Washer and Dryer; Dining Room Chain Lamp; Deep Freeze.

Subject to: Personal property taxes which became a lien on January 1, 1974;

This Agreement, made and entered into this 14th day of June, 1974 at \_\_\_\_\_ OREGON, by and between \_\_\_\_\_

Vol. M 74, of Deeds on Page 7484

WM. D. MILNE, County Clerk

fee 6.00

Deputy

RECORDED  
INDEXED  
JUN 17 1974  
CLERK OF COUNTY  
CLERK OF COUNTY  
CLERK OF COUNTY



7485

at and for a price of \$ 29,000.00 , payable as follows, to-wit: (of which \$12,000.00 is attributable to real property and \$17,000.00 to personal property)

\$ 5,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 24,000.00 with interest at the rate of 6 % per annum from June 15, 1974, payable in installments of not less than \$ 200.00 per month, in clusive of interest, the first installment to be paid on the 1st day of August , 1974 , and a further installment on the 1st day of every month thereafter until the full balance and interest are paid.

All or any portion may be prepaid without penalty.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~XXXXXXXXXXXXXXXXXXXX~~ 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 hereinafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured ~~XXXXXXXXXXXXXXXXXXXX~~ against loss or damage by fire in a sum not less than \$full insurable value with loss payable to the parties as their respective interests may appear, and policy or policies of insurance to be held by vendee, copy to vendor, that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatever 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 the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property June 15, 1974.

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 set forth,

which vendee assumes, and will place said deed, bill of sale, termination of financing statements (in duplicate), purchaser's policy of title insurance, and Certificates of Title to the four within described mobile homes, together with one of these agreements in escrow at the First Federal Savings and Loan Association of Klamath Falls,

at Klamath Falls, Oregon

7486

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 re-

VANDERBERG  
ATTORNEY AT LAW  
411 PINE STREET  
KLAMATH FALLS, OREGON  
First Federal Savings & Loan  
Association of Klamath Falls



7486

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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.

In the event of default, a ten (10) day grace period shall be extended to vendee.

If this contract is not in default, vendor will release to vendee Certificates of Title as follows:

June 15, 1979 - Norseman Mobile Home, Serial No. 40N168117A, Title #7227501973  
June 15, 1980 - Sunlight Mobile Home, Serial No. S1075, Title #7324019067  
June 15, 1981 - Elcar Mobile Home, Serial No. 6535, Title No. 673000093.

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

*Frances L. Wheeler*  
*William C. Castle*

STATE OF OREGON )  
County of Klamath ) ss

June 17<sup>th</sup>, 1974

Personally appeared the above named Frances L. Wheeler (who was formerly Frances L. Edwards) and William C. Castle, and acknowledged the foregoing instrument to be their voluntary act and deed. Before me:

*William D. Boeckner*  
Notary Public for Oregon  
My Commission Expires: 11/25/76

From the office of *Return* to William C. Castle, Rt. 3, Box 1022, Klamath Falls, Oregon 97601.  
Gordon, Gordon & Gordon  
Attorneys at Law  
First Federal Bldg.  
Klamath Falls, Ore.

STATE OF OREGON, COUNTY OF KLAMATH, ss

Filed for record at request of Transamerica Title Co.

this 17th day of June A. D., 1974 at 3:16 o'clock PM. and duly recorded in  
Vol. M. 74 of Deeds on Page 7481

WM. D. MILNE, County Clerk  
fee 6.00 *W. D. Milne* Deputy

First Reporting Recd  
Klamath Falls, Oregon  
Klamath Falls, Oregon