

CONTRACT OF SALE

JUL 30 1 11 PM 1974

THIS AGREEMENT, made and entered in to this 30th day of July, 1974, by and between LILLY MARCHETTI, widow of LORENZO MARCHETTI, hereinafter described as the Seller, and, EARL E. MCGAUGHEY, and VIRGINIA R. MCGAUGHEY, husband and wife, hereinafter described as the purchasers:

WITNESSES:

Seller agrees to sell to the Purchasers and the Purchasers agrees to buy from the Seller all of the following described property situated in Klamath County, Oregon, to-wit:

Lot 11 in Block 54 SECOND ADDITION TO HOT SPRINGS ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, KLAMATH COUNTY, OREGON, at and for the price of \$7,000 payable as follows, to-wit:

\$3,000 upon the execution of this agreement the receipt of which is hereby acknowledged; the balance of \$4,000 without interest in monthly payments of not less than \$100 a month; first payment to be due September 15, 1974 and the like payment on the 15 day of each and every month thereafter until the full amount of principle shall have been paid. It is hereby provided that the Purchasers shall have the right to pay any additional sums, including the full amount of the balance, at any time and without penalty therefore.

It is understood that Purchaser's shall make said payments directly to the Seller and in the event of her death to her personal representative. Purchasers agree to keep the property at all times in as good as condition as the same now is and that no improvements now on, or which may hereafter be placed on said property, shall be removed or destroyed before the entire purchase price shall have been paid and that they will pay regularly and seasonable and before the same shall become subject to interest charges and penalties all taxes, assessments, liens and encumbrances of whatsoever kind and nature.

It is further understood and agreed that the property is now insured, which insurance shall expire in 1976 and that the present insurance premium shall not be pro-rated but that Purchasers will renew the insurance in 1976 at their own expense, with loss

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-1-
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payable to Seller, in an amount not less than the balance due Seller hereunder in a company or a companies, satisfactory to the Seller and that Purchasers will deliver copies of said policies of insurance, on said premises to the Seller upon such renewal. Purchasers agree that there shall be no lapse in insurance between the existing policy and the renewal policy.

Seller will, on the execution hereof, make and execute in favor of Purchaser a good and sufficient Warranty Deed, conveying fee simple title to said property, free and clear of all encumbrances whatsoever. It is hereby understood that Seller will retain said Deed together with a Purchasers policy of title insurance and will deliver said instruments to Purchasers, when and if Purchasers shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract. Seller hereby instructs her personal representative, in the event of her death, to comply with this provision.

In case the Purchasers 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 and conditions of this agreement within 30 days of the due date of any payment or of notice of any breach of terms or conditions, then Seller 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 this agreement by suit in equity; (4) To declare this contract null and void and in any such cases, except exercise of right to specifically enforce this agreement, the rights of Purchaser shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in Seller without any declaration of forfeiture or act of reentry, and without any other act by Seller to be performed and without any right of Purchaser of reclamation or compensation for money paid or for improvements made, has as absolutely, fully and perfectly as if this

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-2-
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agreement had never been made.

Should Purchaser, while in default, permit the premises to become vacant, Seller may take possession of same for the purposes of protecting and preserving the property and their security interest therein, and in the event possession is so taken by Seller it shall not be deemed to have waived their rights to exercise any of the foregoing rights.

In the event of default in payments for more than 30 days, in addition to the rights above granted, Seller shall have the right to maintain FED action against Purchasers to regain immediate possession of the property; Purchasers hereby waive written or any other notice as a prerequisite said suit.

And in case suit or action is instituted to foreclose the contract, to enforce any of the provisions hereof or to regain possession; Purchasers agree to pay such sums as the trial Court may adjudge reasonable attorneys fees to be allowed Plaintiff in said suit or action and if an appeal is taken from any judgment or decree of such Court, prevailing party shall be entitled to said sum as the Appellate Court shall adjudge reasonable as the attorney fees therefor on such appeal.

Purchasers further agree that failure by the Seller at any time to require performance by Purchasers of any provision hereof shall in no way effect Sellers rights hereunder to enforce same nor shall any waiver by Seller by any 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.

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

-3-

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STATE OF
this 10th day of
1968

9294

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

Lilly Marchetti
LILLY MARCHETTI, Seller

Earl E. Mc Gaughey
EARL E. MCGAUGHEY, Purchaser

Virginia R. Mc Gaughey
VIRGINIA R. MCGAUGHEY, Purchaser

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above-named LILLY MARCHETTI,
Seller, and acknowledged the foregoing instrument to be her
voluntary act and deed.

Before Me:

L. S. Ramirez
NOTARY PUBLIC FOR OREGON
My Commission Expires: 4/1/76

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Earl Mc Gaughey
this 30th day of July A.D. 1974 at 1:11:00 P.M., and
duly recorded in Vol. 474 of Deeds on Page 9291

W. D. MILNE, County Clerk

By Mary A. Anderson

fee 8.00

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Earl E. Mc Gaughey
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