

98606

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CONTRACT OF SALE

28-8475

THIS AGREEMENT, made and entered into this 24th day of February, 1975, by and between JOSEPH J. CHRISTMAN and ARLENE CHRISTMAN, husband and wife, hereinafter referred to as Seller, and LANCE L. FORSYTH, hereinafter referred to as Buyer.

WITNESSETH

REAL PROPERTY. That for and in consideration of the mutual covenants herein exchanged between the parties hereto and other good and valuable consideration, the Seller hereby agrees to sell unto the Buyer and the Buyer agrees to purchase that certain tract or parcel of land situated in the County of Klamath, State of Oregon, more particularly described as follows:

A tract of land located in the E1/2 SW1/4 Section 3, Township 23 South, Range 10 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point 1056 feet North of the South quarter corner of Section 3, Township 23 South, Range 10 East of the Willamette Meridian; thence West 495 feet; thence North 264 feet; thence East 495 feet; thence South 264 feet to the point of beginning.

together with and including all of the improvements, tenements, hereditaments and appurtenances pertaining thereto.

PRICE, TERMS AND INTEREST. The purchase price for the real property which the Seller agrees to accept and the Buyer agrees to pay is the sum of FOUR THOUSAND FIVE HUNDRED AND NO/100 (\$4,500.00) DOLLARS, payable as follows:

(a) A cash down payment in the amount of NINE HUNDRED AND NO/100 (\$900.00) DOLLARS, the receipt of which is hereby acknowledged by the Seller.

(b) The balance of the purchase price, to-wit, the sum of THREE THOUSAND SIX HUNDRED AND NO/100 (\$3,600.00) DOLLARS, shall

be paid to the Seller in monthly installments of not less than FIFTY AND NO/100 (\$50.00) DOLLARS including interest at the rate of eight percent (8%) per annum upon the unpaid principal balance. The first monthly installment payment shall be due and payable on or before the 24th day of March, 1975, and a like monthly installment due and payable each month thereafter until the entire balance of principal and interest have been paid in full. The interest shall accrue from the date of this contract.

PREPAYMENTS. The Buyer shall have the right to pay all or any part of the unpaid balance due upon this contract without penalty.

TAXES AND ASSESSMENTS. It is hereby agreed between the parties hereto that the real property taxes upon the above described real property shall be prorated between the parties as of the date of this contract and thereafter the Buyer covenants and agrees to pay all taxes, assessments and public charges of every kind and nature that may be levied against the said real property as any such taxes or assessments become due and payable. That, in the event the Buyer shall fail to pay the taxes or other assessments when they become due, or shall fail to remove any lien or liens imposed upon said real property within a reasonable time, the Seller, without obligation to do so, will have the right to pay any amounts due and such amounts shall become a lien upon the real property and may be added to the unpaid principal balance due under this contract and draw interest at the rate provided for herein. Any such payments by the Seller shall not be deemed a waiver of the default provisions of this contract and the Seller may also demand immediate repayment of any sums thus paid, and if, after written demand, the Buyer fails to reimburse the Seller for any taxes or assessments paid by them within ten days from the giving

of written notice, the Seller may also declare a default of this contract.

TITLE AND TITLE INSURANCE. The Seller hereby covenants and agrees that upon or shortly after the execution of this contract, that Seller will furnish the Buyer with a Purchaser's Title Insurance policy in the sum and amount of the purchase price of the real property. The Seller further covenants and agrees that when the Buyer has complied with each and all of the covenants and conditions of this agreement, and in particular, shall have paid in full the balance of the principal and interest due hereunder, then in that event, the Seller agrees to deliver unto the Buyer a good and sufficient Warranty Deed covering the above described real property.

(a) The Warranty Deed shall convey the title to said real property in fee simple, free and clear of all encumbrances of every kind and nature as of the date of the execution of this contract, except and subject to easements and encumbrances of record, and thereafter as against any acts on the part of the Seller, or any of Seller's assigns.

(b) The Purchaser's Title Insurance Policy shall show the title to the said real property to be free and clear of any and all liens, claims and encumbrances of every kind and nature as of the date of this contract, except and subject to easements and encumbrances of record. Issuance and delivery of Purchaser's Title Insurance Policy shall constitute full performance of the obligation of the Seller to furnish evidence of title hereunder.

EXAMINATION OF PREMISES. Buyer hereby certifies that this contract of purchase is accepted and executed on the basis of the Buyer's own examination of and personal knowledge of the premises, and his opinion of the value thereof; that no attempt

has been made by the Seller or any agent of the Seller to influence the judgment of the Buyer, and that no agreement or promise to repair, alter or improve said premises has been made by the Seller or any agent of the Seller; and the Buyer hereby agrees to take the premises and improvements thereon in the condition of said property and improvements as to the date of this contract.

CARE OF PROPERTY. The Buyer hereby covenants and agrees to take good and proper care of the real property sold hereunder in order that the value thereof shall not deteriorate or depreciate beyond normal depreciation and fair wear and tear. The Buyer further covenants and agrees to interpose a defense to any and all labor and material liens which could be filed against the real property or any other liens or encumbrances which may attach to said real property subsequent to the signing of this contract and to promptly pay the same before they become delinquent. Failure to clear any such liens or encumbrances within a reasonable length of time shall constitute a default under the terms of this contract.

POSSESSION. The possession of the above described property shall be given over to the Buyer as of the date of this contract.

ENCUMBRANCES. Seller warrants that Seller will make all payments on any contracts, mortgages, liens, judgments or other encumbrances outstanding which Seller has incurred during or prior to this contract as the same fall due and that in the event of Seller's failure so to do, Buyer shall have the right to make such payments and take credit on this contract at Buyer's option.

DEFAULT. In the event that the Buyer shall fail to perform any of the terms, covenants, conditions or obligations of this agreement, time of payment and performance being of the essence,

the Seller shall, subject to the requirements of notice as hereinafter provided, have the right to exercise any of the following options:

- (a) To foreclose this contract by a strict foreclosure in equity.
- (b) To specifically enforce the terms of this agreement by a suit in equity.
- (c) To declare this agreement null and void and to retain as liquidated damages the amount of payments theretofore made under this agreement by the Buyer, and any improvements made upon said premises by the Buyer.
- (d) To declare the entire balance owing upon said contract to be immediately due and payable and to bring an action at law for the unpaid principal balance and interest, thereby waiving the security.
- (e) Seller may file a suit in equity for the unpaid balance and interest praying for the Court to have the real property resold at a Judicial Sale with the proceeds thereof applied to the Court costs, attorney's fees, and the balance due the Seller, and the Seller shall be entitled to recover a deficiency judgment against the Buyer for any unpaid balance which remains due thereon.
- (f) It is further understood and agreed that in the event of any type of suit or legal action for foreclosure or breach of the terms of this contract by the Seller, that the Buyer agrees that a receiver shall be immediately appointed to collect any rents or profits in connection with the property sold hereunder, which, after costs and expenses, shall be credited towards the unpaid balance due under this contract and if the Buyer-Defendant prevails, shall be a credit towards the unpaid purchase price including any redemption price, but if the Buyer-Defendant fails to prevail or redeem the property, after foreclosure, shall enure to the benefit of the Seller.

NOTICE OF DEFAULT. The Buyer shall not be deemed in default for failure to perform the terms, covenants and conditions of this contract until written notice of default has been given the Buyer and the Buyer shall fail to remedy said default within thirty (30) days after the giving of said notice, except, however, no notice shall be required in connection with the default of the Buyer to make the regular monthly installment payments herein on the due dates or within a five (5) day grace period,

which is hereby allowed the Buyer. Notice for this purpose shall be deemed to have been given by and on the date of the deposit in the mail of a certified or registered letter containing said notice and addressed to the Buyer at his last known address or place of residence. The Seller may at his option give actual notice in any other manner.

ATTORNEY'S FEES. In the event of suit or action to enforce any of the terms, covenants or conditions of this agreement or any suit or action in regard to the negotiations or subject matter of this contract, the losing party shall pay to the prevailing party, in addition to the costs and disbursements allowed by statute, such sum as the Court may adjudge reasonable as and for attorney's fees in such suit or legal action, or appeal therefrom.

NON-ASSIGNABILITY. The Buyer hereby and herewith agrees that he will not assign, sell, transfer, pledge, hypothecate, surrender or otherwise encumber or dispose of this contract or of any interest created hereby, without the written permission of the Seller, which will not be unreasonably withheld.

WAIVER. No waiver of a breach of any covenant, term or condition of this agreement shall be a waiver of any other or subsequent breach of the same or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

BIND ON HEIRS, ETC. This agreement shall be binding on heirs, executors, administrators and assigns of the respective parties hereto.

ORAL AGREEMENTS SUPERSEDED. This agreement is intended to set forth the whole agreement between the parties, and no oral agreement concerning the subject matter of this contract shall be binding upon either party, unless the same shall be reduced to writing and attached hereto.

USAGE OF TERMS. The paragraph headings used herein are for convenience only and shall not be resorted to for interpretation of this agreement. Whenever the context so requires, the masculine shall include the feminine and the neuter and the plural shall include the singular and the singular the plural.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the date first above written.

Seller.

Joseph J. Christman
Joseph J. Christman

Arlene Christman
Arlene Christman

Buyer.

Lance L. Forsyth
Lance L. Forsyth

STATE OF OREGON)
) ss.
County of Deschutes)

March 1, 1975.

Personally appeared the above-named JOSEPH J. CHRISTMAN and ARLENE CHRISTMAN and acknowledged the foregoing instrument to be their voluntary act. Before me:



Edwin E. Dickson
Notary Public for Oregon
My Commission Expires: 5/3/78

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STATE OF OREGON)
) ss.
County of Deschutes)

March 1975, 1975.

Personally appeared the above-named LANCE L. FORSYTH and
acknowledged the foregoing instrument to be his voluntary act.
Before me:

[Signature]
Notary Public for Oregon:

My Commission Expires: March 1975

Return
Bend Title Company
P.O. Box 752
Bend OR 97701

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 5th day of March A. D., 1975 at 3:30 o'clock P.M., and duly recorded in

Vol. M 75, of Deeds on Page 2556

WM. D. MILNE, County Clerk

By [Signature] Deputy
fee 16.80