

3499

MTC 1015

AGREEMENT OF SALE

Vcl. ⁷⁵ Page 9081

THIS AGREEMENT, made and entered into this 1st day of August, 1975, by and between ELIZA J. MOORE RUTLEDGE, also known as ELIZA JANE MOORE, hereinafter referred to as the Seller, and SAMUEL S. SHAW and DAISY M. SHAW, and WILLIAM T. MORAN, hereinafter referred to as Purchasers;

WITNESSETH:

Recitals:

WHEREAS, SELLER is the owner of a parcel of land in Klamath County, Oregon, more particularly described herein, consisting of 52.98 acres of land, and desires to sell said property.

WHEREAS, PURCHASERS desire to buy said real property and farm land with a view to developing and subdividing the property and selling lots therefrom.

AGREEMENTS,

NOW THEREFORE, in consideration of the foregoing recitals which are by this reference expressly made a part of this Agreement the terms, covenants and conditions hereinafter contained on the part of the respective parties to be kept and performed, IT IS AGREED:

(1) That Seller agrees to sell, and Purchasers agree to purchase all the real property located in Klamath County, State of Oregon, more particularly described as follows, to-wit:

Lot 29 and all of Lot 28, in Midland Tracts, lying east of the Highway, according to the plat filed with County Clerk of Klamath County, Oregon, save and excepting from said premises a strip of land forty feet wide off the North line of Lot 29 and off the north line of that portion of the Lot 28 of said Midland Tracts lying east of the California Northeastern right of way heretofore deeded

RECEIVED AUG 5 1975

2:15 pm

to Klamath County for a public road, and except other rights of way of record; also all that portion of Tracts 28 and 29, Midland Tracts, according to the duly recorded plat, lying between the easterly right of way line of the Southern Pacific Railroad and the westerly right of way line of the State Highway,

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(2) The purchase price for the property described in paragraph (1) above, which the Purchasers agree to pay shall be the sum of FORTY FIVE THOUSAND and no/100 DOLLARS (\$45,000.00), which shall be payable as follows:

(a) The sum of FIVE HUNDRED and no/100 DOLLARS (\$500.00) which has been previously paid as earnest money;

(b) The sum of TWELVE THOUSAND FIVE HUNDRED and no/100 DOLLARS (\$12,500.00) which is paid upon the execution hereof, the receipt of which is hereby acknowledged.

(c) The balance of THIRTY TWO THOUSAND and no/100 DOLLARS (\$32,000.00) with interest at the rate of SIX per cent (6%) per annum from ^{Aug} ~~July~~ 1, 1975 payable as follows:

^{\$55} ~~R.M.S.~~ (1) No payment shall be made on the unpaid balance prior to January 1, 1976.

(2) The sum of SEVEN THOUSAND and no/100 DOLLARS (\$7,000.00), inclusive of interest, to be paid on January 15, 1976.

(3) The Unpaid balance, ^{\$47,450.00} ~~XXXXXXXXXXXXXXXXXXXX~~ ^{8.88} ~~XXXXXXXXXXXXXXXXXXXX~~, payable in installments of not less than TWO HUNDRED SEVENTEEN and 75/100 DOLLARS (217.75), ~~XXXXXXXXXXXXXXXXXXXX~~, per month, inclusive of interest, the first installment to be paid on the 15th day of January, 1976, and a further installment on the 15th day of every month thereafter until the full balance and interest are paid.

(3) All payments due on this Agreement shall be paid into escrow at First Federal Savings and Loan Association of Klamath Falls, Klamath Falls, Oregon.

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(4) Real property taxes upon the above described real property shall be prorated between the Seller and the Purchasers as of ~~July~~ ^{Aug.} 1, 1975. The Purchasers agree to pay all taxes hereinafter levied against said property as soon as they have been ascertained and payable. The Purchasers shall pay all public or private liens which may hereafter be imposed upon said property within THIRTY (30) days after said liens become effective.

(5) Seller agrees to release parcels of the Purchasers' choice on the following terms and conditions:

(a) Purchasers are not in default in any particular under this contract.

(b) Upon written request of the Purchasers to Seller specifying the acreage and legal description of the parcel to be released.

(c) Purchaser shall pay on this contract to the escrow agent such sum as will not impair the Seller's security interest created herein.

(d) Seller agrees to release all of Tract 28, lying West of Highway 97, consisting of approximately 18 acres, upon the Purchasers paying to the escrow agent on account of this contract such sum that is equal to one-third of the unpaid balance of the purchase price.

(e) Seller agrees to release all of Tract 28 and 29 lying East of Highway 97, consisting of approximately 35 acres, upon the Purchasers paying to the escrow agent on account of this contract such sum that is equal to two-thirds of the unpaid balance of the purchase price.

(f) The sums so paid by Purchasers for the release of parcels shall be as provided in paragraph (c), (d) and (e) above shall be in addition to the monthly payments as provided in

paragraph (2) (c) (3) above, and shall be inclusive of interest.

(g) Purchasers shall pay any attorneys fees and costs incurred in obtaining said partial releases.

(6) The Purchasers shall be entitled to possession of the above described property as of 12:01 A.M., Aug 1, 1975.

(7) All improvements now located or which shall hereafter be placed on the premises, shall remain part of the real property and shall not be removed at any time prior to the expiration of this Agreement without the written consent of the Seller. Purchasers shall not commit or suffer any waste of the property, or any improvements thereon, or alterations thereof, and shall maintain the property and all improvements thereon, and all alterations thereof, in good condition and repair. Such consent shall not be unreasonably withheld. Purchasers shall not permit any attachment of any lien, encumbrance or charge upon said premises or the improvements thereon that is or could be superior to the rights of the Seller hereunder.

(8) Purchasers shall not assign this Agreement, their rights thereunder or in the property covered thereby, except to a reasonable purchaser or assignee, except upon giving TEN (10) days written notice to the Seller.

(9) The Seller shall order forthwith a Purchaser's Title Insurance Policy in the sum of FORTY FIVE THOUSAND and no/100 DOLLARS (\$45,000.00) insuring the Purchasers' against loss or damage which might be sustained by the Purchasers by reason of any defect in the title of the Seller excepting the matters contained in the usual printed exceptions in such title policies, easements, restrictions and reservations of record and encumbrances herein specified, and upon the issuance of said policy Seller shall deliver the same to the escrow agent.

(10) As soon as practicable following the execution of this Agreement the Seller shall deliver in escrow to the First

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Federal Savings and Loan Association of Klamath Falls, Oregon:

(a) A Warranty Deed covering the above described real property free and clear of encumbrances, except easements, reservations and restrictions of record and those apparent on the land.

(b) A title insurance policy in the amount of FORTY FIVE THOUSAND and no/100 DOLLARS (\$45,000.00) insuring the Purchasers against loss or damage which said Purchasers shall sustain by reason of the defect or unmarketability of the title of the Seller.

(c) An executed copy of this Agreement.

The parties hereto hereby instruct said escrow agent to receive for collection the installment payments provided for herein. Upon full payment of the principal and interest provided for herein, said escrow agent shall deliver to Purchasers the instruments specified above. If purchasers fail to pay any installment before the expiration of TEN (10) days after the due date thereof, the escrow agent is authorized to surrender to the Seller, upon demand, and after FIFTEEN (15) days written notice to the Purchasers, all of the documents specified in the preceding paragraphs, thereby terminating the escrow.

(11) In event Purchasers 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 upon said default shall have the right to exercise any of the following options:

(a) Declare this Agreement null and void and to retain as liquidated damages the amount of the payments heretofore made under this Agreement by the Purchasers and any improvements made upon said premises. If the Purchasers are in default as above provided and fail to remedy said default before the expiration TEN (10) days after said default, the Seller upon demand and after FIFTEEN (15)

days written notice to the Purchasers of the Seller's intention to declare this Agreement null and void, and if within said FIFTEEN (15) day period the Purchasers fail to fully remedy said default or defaults, this Agreement shall automatically be null and void without any declaration of forfeiture, act of re-entry, or other act by the Seller to be performed, and all of the right, title and interest of the Purchasers in and to the real property described above shall revert and revest in the Seller as absolutely and fully and perfectly as if this Agreement had never been made. In the event of a forfeiture as herein provided, the Purchasers shall peaceably surrender the premises and the possession thereof to the Seller. In event of default hereof, the Purchasers may at the option of the Seller, be treated with respect to the real property mentioned above as tenants holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

(b) To declare the full unpaid balance of the purchase price immediately due and payable.

(c) To specifically enforce the terms of this Agreement by suit in equity.

(d) To foreclose this contract by strict foreclosure in equity.

The option provided for in subparagraph (b) above may be exercised concurrently and jointly with the option provided for in subparagraph (c) above or with the option provided for in subparagraph (d) above. The granting to the Seller of the foregoing options shall not preclude the Seller from exercising any other remedy available to the Seller at law or equity.

(12) No waiver of any right arising out of a breach of any covenant, term or condition of this Agreement shall be a waiver of any right arising out of any other or subsequent breach of the same

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or any other covenant, term or condition or a waiver of the covenant, term or condition itself.

(13) All notice requirements required and referred to in this Agreement shall be deemed satisfied by mailing same by certified mail to the following addresses:

SELLER:

4016 Altamont Drive
Klamath Falls, Oregon 97601

PURCHASERS:

Samuel S Shaw
Rt 1 Box 922, Klamath Falls

(14) The covenants, conditions and terms of this Agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, personal representatives and assigns of the parties hereto, provided, however, that nothing contained in this paragraph shall alter the restrictions hereinabove contained relating to assignment.

(15) In case any suit or action is instituted for any purpose under or in connection with this Agreement, the prevailing party shall be entitled to an attorney's fee in such amount as the Court may determine reasonable for both trial court and appellate court proceedings, in addition to any other relief granted.

(16) Purchasers have examined the real property herein described and agree that no representations of any kind have been made by Seller, or any representative of Seller, with respect to the condition of said property not contained in this Agreement. Purchasers are buying the property described in this Agreement, accept it as such and require no work of any kind to be done on the property.

(17) This written Agreement constitutes the entire agreement between the parties.

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IN WITNESS WHEREOF the parties have executed this Agreement this 1-7 day of July, 1975.

Eliza J. Moore Rutledge
ELIZA J. MOORE RUTLEDGE
Samuel S. Shaw
SAMUEL S. SHAW

Daisy M. Shaw
DAISY M. SHAW

William T. Moran
WILLIAM T. MORAN

STATE OF OREGON)
County of Klamath) ss.

On the 1-7 day of July, 1975, personally appeared the above named ELIZA J. MOORE RUTLEDGE, and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:

Burton J. Rader
NOTARY PUBLIC FOR OREGON
My Commission Expires: 12-3-76

STATE OF OREGON)
County of Klamath) ss.

On the 1 day of July, 1975, personally appeared the above named SAMUEL S. SHAW and DAISY M. SHAW, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

Judy B. Pubs
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8-12-77

STATE OF CALIFORNIA)
County of Los Angeles) ss.

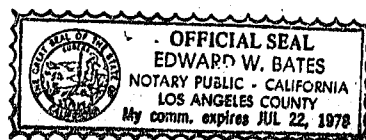
On the 19 day of July, 1975, personally appeared the above named WILLIAM T. MORAN, and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:

Edward W. Bates
NOTARY PUBLIC FOR OREGON
My Commission Expires: _____

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AGREEMENT OF SALE

Rel: Mountain Title Co
P.O. Box 5017, K2



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 5th day of AUGUST A. D., 1975 at 2:15 o'clock P. M., and duly recorded in Vol. M 75 of DEEDS on Page 9081

FEE \$ 24.00

WM. D. MILNE, County Clerk
By Hagit Dragit Deputy

100-443886

13/190



This micrograph shows a cross-section of a polymer matrix with numerous small, dark, spherical particles dispersed throughout. The particles are densely packed in some areas and more sparse in others, creating a heterogeneous appearance. The matrix itself has a fine, granular texture.

This micrograph shows a dense cellular structure. The nuclei are prominent, appearing as dark, rounded or oval shapes. The surrounding tissue has a lighter, more granular texture, suggesting a high density of cells and possibly some extracellular matrix components. The overall appearance is that of a histological section of a tissue with high cellularity.



Int (11) 724

Authority for signature

OFFICE HANDED 10/1/57

RECORDED IN THE OFFICE OF THE REGISTER

Serial of this record

NO 11 67

Date of issue of this

11/4/57

WILEY, Wm

(Date)

(Place)

Date of issue of this record

1/25/58

Number of copies of this

51/0

Service (persons and positions concerned)

NAME (NAME, LAST, FIRST, MIDDLE)

USSTAFF CAPT. S. S. S. S.

237726

USS TITON (LST 2)

USS CHINA (ACA 1)

REGISTER'S OFFICE

Edw. Glavin Co., Wm.

USS OAK HILL (LST 7)

Recorded

10/1/57

10/1/57

10/1/57

10/1/57

REGISTER

WORLD WAR II RECORDS LIBRARY

ASIANIC RECORDS AREA RECORD

AMERICAN AREA RECORD

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NOTICE OF SEPARATION FROM U. S. NAVAL SERVICE
NAVPER-833 (REV. 6-45)

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1. SERIAL OR FILE NO. 960-14-87		2. NAME (LAST) (FIRST) (MIDDLE) SHOCK, NORMAN G.		3. RATE AND CLASS/GR SEAMAN 1C E76 USNR		4. PERMANENT ADDRESS FOR MAILING PURPOSES R. R. ONE STANLEY, WISCONSIN		5. PLACE OF SEPARATION USN PERS SEP OEN UNIT 3 GREAT LAKES, ILL.											
6. RACE W		7. SEX M		8. MARITAL STATUS S		9. U.S. CITIZEN (YES OR NO) YES		10. DATE AND PLACE OF BIRTH 11-4-26 STANLEY, WISCONSIN											
11. MEANS OF ENTRY (INDICATE BY CHECK IN APPROPRIATE BOX) <input checked="" type="checkbox"/> ENLISTED <input type="checkbox"/> INDUCTED <input type="checkbox"/> COMMISSIONED		12. DATE OF ENTRY INTO ACTIVE SERVICE 1-28-45		13. PLACE OF ENTRY INTO ACTIVE SERVICE L22 CHIPPEWA CO, WISCONSIN		14. NET SERVICE (FOR PAY PURPOSES) (YRS., MOS., DAYS) 7-6-2		15. ADDRESS FROM WHICH EMPLOYMENT WILL BE SOUGHT SAME AS 4											
16. QUALIFICATIONS, CERTIFICATES HELD, ETC. SEE RATING DESCRIPTION BOOKLETS SIC		17. RATING HELD AS, 820, 810		18. FOREIGN AND/OR SEA SERVICE WORLD WAR II <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		19. SERVICE (VESSELS AND STATIONS SERVED ON) USMTC CRT LKS, ILL; USBTADO CAMP PEARY, WIM VA USS FITCH (DES 25); USS CHIMO (ACM 1) USS OAK HILL (LSD 7)		20. SERVICE SCHOOLS COMPLETED NONE											
<p>IMPORTANT: IF PREMIUM IS NOT PAID WHEN DUE OR WITHIN THIRTY-DAY PERIOD THEREAFTER, INSURANCE WILL LAPSE. MAKE CHECKS OR MONEY ORDERS PAYABLE TO THE TREASURER OF THE U. S. AND FORWARD TO COLLECTOR'S SUBDIVISION, VETERAN'S ADMINISTRATION, WASHINGTON 25, D. C.</p> <table border="1"> <tr> <td>21. KIND OF INSURANCE NOT</td> <td>22. EFFECTIVE MONTH OF ALLOTMENT DISCONTINUANCE JULY</td> <td>23. NO. NEXT PREMIUM DUE 100</td> <td>24. AMOUNT OF PREMIUM DUE EACH MONTH 6.40</td> <td>25. INTENTION OF VETERAN TO CONTINUE INS. YES</td> </tr> <tr> <td>26. TOTAL PAYMENT UPON DISCHARGE 52.04</td> <td>27. TRAVEL OR MILEAGE ALLOWANCE INCLUDED IN TOTAL PAYMENT 15.05</td> <td>28. INITIAL MUSTERING OUT PAY 100</td> <td colspan="2">29. NAME OF DISBURSING OFFICER J.P. COLE 520025</td> </tr> </table>										21. KIND OF INSURANCE NOT	22. EFFECTIVE MONTH OF ALLOTMENT DISCONTINUANCE JULY	23. NO. NEXT PREMIUM DUE 100	24. AMOUNT OF PREMIUM DUE EACH MONTH 6.40	25. INTENTION OF VETERAN TO CONTINUE INS. YES	26. TOTAL PAYMENT UPON DISCHARGE 52.04	27. TRAVEL OR MILEAGE ALLOWANCE INCLUDED IN TOTAL PAYMENT 15.05	28. INITIAL MUSTERING OUT PAY 100	29. NAME OF DISBURSING OFFICER J.P. COLE 520025	
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<p>30. SIGNATURE (BY DIRECTION OF COMMANDING OFFICER) FOR: <i>Norman G. Shock</i> NORMAN G. SHOCK LT USNR</p>																			
<p>31. NAME AND ADDRESS OF LAST EMPLOYER W.H. MC CRAW BARABOO, WISCONSIN</p>																			
<p>32. DATES OF LAST EMPLOYMENT FROM 6-44 TO 7-45</p>																			
<p>33. MAIN CIVILIAN OCCUPATION AND D. O. T. NO. TRUCK DRIVER</p>																			
<p>34. JOB PREFERENCE (LIST TYPE, LOCALITY, AND GENERAL AREA) UNDECIDED, WISCONSIN</p>																			
<p>35. PREFERENCE FOR ADDITIONAL TRAINING (TYPE OF TRAINING) UNDECIDED</p>																			
<p>36. VOCATIONAL OR TRADE COURSES (NATURE AND LENGTH OF COURSE) NONE</p>																			
<p>37. NON-SERVICE EDU. (YRS. SUCCESSFULLY COMPLETED) GRAM. 8 H. S. 0 COLL. 0</p>																			
<p>38. DEGREES NONE</p>																			
<p>39. MAJOR COURSE OR FIELD NONE</p>																			
<p>40. RIGHT INDEX FINGERPRINT </p>																			
<p>41. OFF DUTY EDUCATIONAL COURSES COMPLETED NONE</p>																			
<p>42. DATE OF SEPARATION 7-30-45</p>																			
<p>43. SIGNATURE OF PERSON BEING SEPARATED <i>Norman G. Shock</i></p>																			

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mrs. Norman G. Shock

this 5th day of August A. D., 1975 at 2:19 o'clock P. M., and duly recorded in

Vol. M 75, of Discharges on Page 9089.

NO FEE

By *Wm. D. Milne* County Clerk
Carol Miller Deputy