

4164

A-25933

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This Agreement, made and entered into this 13th day of June 19 75, by and between GERALD C. MUSSELMAN, SR., & RUTH M. MUSSELMAN, husband & wife, and GERALD C. MUSSELMAN, JR., & MARCIA L. MUSSELMAN, husband & wife, hereinafter called Seller, and DARLENE HARMONING, husband & wife, DONNIE RAY HARMONING and LILLIE hereinafter called Buyer, (it being understood that the singular shall include the plural if there are two or more sellers and/or buyers), aka Don Harmoning and Lillie Harmoning, husband and wife.

WITNESSETH

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

Lot 7 in Block 15 of EWAUNA HEIGHTS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: All future real property taxes & assessments; reservations, restrictions, easements & rights of way of record, and those apparent on the land.

The purchase price thereof shall be the sum of \$ 10,750.00, payable as follows: \$ 750.00 upon the execution hereof; the balance of \$ 10,000.00 shall be paid in monthly installments of \$ 124.00 including interest at the rate of 8.50% per annum on the unpaid balances, the first such installment to be paid on the 1st day of August, 1975, and a further and like installment to be paid on or before the 1st day of every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

It is mutually agreed as follows:

1. Interest as aforesaid shall commence from 7/1/75; Buyer shall be entitled to possession of the property as of 7/1/75.

2. After 7/1/75, 19, buyer shall have the privilege of increasing any payment or prepaying the entire balance with interest due thereon to the date of payment.

3. Buyer shall pay promptly all indebtedness incurred by their acts which may become a lien or purported lien, upon said property, and shall regularly and before the same shall become delinquent, pay all taxes, assessments, liens, purported liens, and encumbrances of whatsoever kind affecting said property after this date, provided, all such taxes, assessments and charges for the current year shall be pro-rated as of 7/1/75 and in the event Buyer shall fail to so pay, when due, any such matters or amounts required by Buyer to be paid hereunder, or to procure and pay seasonably for insurance, Seller may pay any or all such amounts and any such payment shall be added to the purchase price of said property on the date such payments are made by Seller and such amount shall bear interest at the same rate as provided above, without waiver, however, of any right arising to Seller for Buyer's breach of contract, and, in such event or events, the escrow holder is hereby directed and authorized to so add such amounts to the contract balance upon being tendered a proper receipt therefor;

4. Buyer shall keep the buildings on said property insured against loss or damage by fire or other casualty in an amount not less than the insurable value thereof with loss payable to the parties hereto and the interests herein reflected, if any, all, as their interests appear at the time of loss, all uninsured losses shall be borne by Buyer, on or after the date Buyer becomes entitled to possession;

5. Buyer agrees that all improvements now located or which shall hereafter be placed on the property, shall remain a 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 Seller. Buyer shall not commit or suffer any waste of the property, or any improvements thereon, or alteration thereof, and shall maintain the property, improvements and alterations thereof, in good condition and repair, provided, Buyer shall not make or cause to be made any major improvement or alteration to the property without first obtaining the written consent of Seller.

6. Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as herein provided, and which Buyer assumes, unless otherwise therein provided, and will place said deed, together with one of these agreements in escrow at First Federal Savings & Loan Association, Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer 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 deed to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said instruments to Seller.

RECEIVED
6:35 am

7. It is understood and agreed by and between the parties hereto that the subject real property is further subject to a prior contract and assignment, Escrow # 3836, and it is specifically understood and agreed that all payments herein provided for shall be first applied to the unpaid balance of said prior contract until the same is paid in full,

8. It is further understood and agreed that by the terms of said prior contract, the Sellers thereunder are required to pay the real property taxes and thereafter add the amount to paid to the unpaid balance of said contract and it is agreed that the parties hereto shall instruct said escrow holder that upon payment of said taxes as aforesaid, and a receipt being filed therefor, that said escrow holder shall then add such amount so paid to the unpaid balance of this contract and the same shall bear interest at the rate aforesaid. PROVIDED, HOWEVER, that upon said prior contract being paid in full, then Buyers shall be responsible for payment of said real property taxes.

PROVIDED, FURTHER, that in case Buyer 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 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 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 Buyer derived under this agreement shall utterly cease and determine, and the promises aforesaid shall revert and revert in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Buyer of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should Buyer, while in default, permit the premises to become vacant, Seller 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 Seller 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, Buyer 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 seller in said suit or action, and if an appeal is taken from any judgement or decree of such trial court, the Buyer further promises to pay such sum as the appellate court shall adjudge reasonable as seller's attorney's fees on such appeal.

Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller of 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, successors and assigns, subject to the foregoing.

Witness the hands of the parties this day and year first herein written
 X Gerald C. Musselman, Sr. Don Harmoning
 X Ruth M. Musselman Lillie Harmoning
 STATE OF OREGON, County of Klamath) ss. June 27, 19 75

Personally appeared the above named Gerald C. Musselman, Sr., & Ruth M. Musselman,
husband & wife, and, Donnie Ray Harmoning & Lillie Darlene Harmoning, husband
and wife
 and acknowledged the foregoing instrument to be their voluntary act and deed.

STATE OF OREGON } before me: Susan Meeker
 COUNTY OF KLAMATH } Notary Public for Oregon
 My Commission expires: 3-8-79

From the office of
 PRENTISS K. PUCKETT
 Attorney at Law,
 First Federal Bldg.,
 Klamath Falls, Oregon
 97601

NOTARY PUBLIC
 My Commission Expires 5-19-77

9938

STATE OF ~~OREGON~~ CALIFORNIA

County of Contra Costa

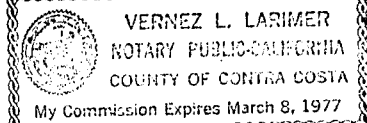
ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 30th day of June, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named GERALD C. MUSSELMAN, JR., and MARCIA L. MUSSELMAN, husband and wife,

known to me to be the identical individual s described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.



Vernez L. Larimer
Notary Public for ~~Oregon~~ California
My Commission expires 3-8-77

Return - *Shasta Co. 2609 Parkside Way - City*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLAMATH COUNTY TITLE CO

this 26th day of AUGUST A. D., 1975 at 9:35 o'clock A. M., and duly recorded in

Vol. M 75, of DEEDS on Page 9936

FEE \$ 9.00

WM. D. MILNE, County Clerk

By *Hazel Quazic* Deputy