

5847

LAND SALE CONTRACT

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12092

38-9787

THIS AGREEMENT, made and entered into this 1st day of October, 1975 by and between WOODROW D. LEAVITT and IRENE BEAULAH LEAVITT, hereinafter called the Sellers, and IRENE M. DALTON, hereinafter called the Buyer,

## W I T N E S S E T H :

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

Lot D, Block 67, NICHOLS  
ADDITION TO THE CITY OF  
KLAMATH FALLS, Klamath  
County, Oregon

TOGETHER WITH: The Personal  
property in Exhibit "A" attached  
hereto and incorporated herein  
by this reference

at and for a price of \$18,000.00, payable as follows, to-wit:  
\$2,000.00 at the time of execution of this agreement, the receipt of which is hereby acknowledged; \$16,000.00 with interest at the rate of 8% per annum from the 1st day of October, 1975, payable in installments of not less than \$194.13 per month, inclusive of interest, the first installment November 1, 1975, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid. Buyer may prepay all or portion of purchase price without penalty. Taxes and insurance premiums shall be pro-rated as of the date of closing.

Buyer agrees to make said payments promptly on the dates above named to the order of the Sellers, or the survivors of them, at the First Federal Savings and Loan Association at 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 hereafter 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 in companies approved by Sellers against loss or damage by fire in a sum not less than the insurable value with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by Sellers; that Buyer shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and encumbrances of whatsoever 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 encumbrances whatsoever having precedence over rights of the Seller, in and to said property. Buyer shall be entitled to the possession of said property, October 1, 1975.

Seller will on the execution hereof make and execute in favor of Buyer good and sufficient Warranty Deed conveying a fee simple title to said property free and clear as of this date of all encumbrances whatsoever, except as above stated, which Buyer assumes, and will place said Deed and purchasers policy of title insurance in the sum of \$18,000.00, together with one of

D. L. HOOTS  
ATTORNEY AT LAW  
LEGAL ARTS BUILDING  
SUITE 2  
2261 SOUTH 6TH STREET  
KLAMATH FALLS, ORE. 97601  
TELEPHONE 503/862-5521

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these agreements in escrow at the First Federal Savings and Loan Association at Klamath Falls, Oregon; and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said 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 instruments to Buyer, but that in case of default by Buyer, said escrow holder shall, on demand, surrender said instruments to Seller.

But 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 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 Buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest 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 their security interest therein, and in the event possession is so taken by Seller they shall not be deemed to have waived their right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and/or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

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 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 Seller or the Buyer 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.

D. L. HOOTS  
ATTORNEY AT LAW  
LEGAL ARTS BUILDING  
SUITE 2  
2201 SOUTH 6TH STREET  
KLAMATH FALLS, ORE. 97601  
TELEPHONE 503/882-5521

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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.

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

Irene M. Dalton  
IRENE M. DALTON, Buyer

Woodrow D. Leavitt  
WOODROW D. LEAVITT, Seller

Irene Beaulah Leavitt  
IRENE BEAULAH LEAVITT, Seller

STATE OF OREGON )  
County of Klamath ) ss.

Personally appeared IRENE M. DALTON, on this 6th day of October, 1975, and acknowledged the foregoing instrument to be her voluntary act and deed.

Marlene T. Addington  
Notary Public for Oregon  
My commission expires

Marlene T. Addington  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 3-21-78

STATE OF OREGON )  
County of Klamath ) ss.

Personally appeared WOODROW D. LEAVITT, on this 2nd day of October, 1975, and acknowledged the foregoing instrument to be his voluntary act and deed.

Donna Reuter  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/3/79

STATE OF OREGON )  
County of Jane ) ss.

Personally appeared IRENE BEAULAH LEAVITT, on this 2nd day of October, 1975, and acknowledged the foregoing instrument to be her voluntary act and deed.

Donna Reuter  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8/3/79

Return To: T/A  
Attn: Marlene

Until a change is made, all tax statements  
shall be sent to:

Irene Dalton  
1022 McKinley  
City, 97601

D. L. HOOTS  
ATTORNEY AT LAW  
LEGAL ARTS BUILDING  
SUITE 2  
2281 SOUTH 6TH STREET  
KLAMATH FALLS, ORE. 97601  
TELEPHONE 803/882-8521

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EXHIBIT "A", Land Sale Contract, Wherein WOODROW D. LEAVITT and  
IRENE BEAULAH LEAVITT are the Sellers and IRENE M. DALTON is the  
Buyer.

Items of Personal Property:

- 1 - refrigerator/freezer combination, (Tru-Cold, Wards)
- 1 - 4 burner apartment size stove (G.E.)
- 2 - 220 portable heaters
- 1 - platform rocker
- 1 - floor lamp
- 1 - stove (Frigidaire)
- 1 - refrigerator (G.E.)
- All floor coverings
- All window curtains, etc.
- And other miscellaneous items

STATE OF OREGON, }  
County of Klamath } ss.

Filed for record at request of:

Trans-america Title Company.  
on this 7th day of October A. D. 1975.  
at 3:34 o'clock P. M. and duly  
recorded in Vol. M75 Deeds  
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WM. D. MILNE, County Clerk

By *Hazel Drayton* Deputy.  
Fee \$11.00

EXHIBIT "A"