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CONTRACT OF SALE

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THIS CONTRACT, made this 21 day of October, 1975, between WAYNE C. CHURCH and MARY A. CHURCH, husband and wife, hereinafter called the "seller," and ODIS DEAN GEORGE and LINDA ANN GEORGE, husband and wife, hereinafter called the "purchaser,"

WITNESSETH: The seller agrees to sell to the purchaser and the purchaser agrees to purchase of the seller the following described real estate with the appurtenances, situate in Klamath County, Oregon, to-wit:

Beginning at a point 440 feet South of the South line of Highway 66 on the Range line between Ranges 7 and 8 East of the Willamette Meridian; thence West at right angles to said Range line a distance of 198 feet to a point; thence South and parallel with said Range line a distance of 220 feet to a point; thence East at right angles to said Range line a distance of 198 feet to a point on said Range line; thence North along said Range line a distance of 220 feet to the point of beginning.

Also a non-exclusive easement for ingress and egress over and across the following property: Beginning at a point 660 feet South of the South line of Highway 66 on the Range line between Ranges 7 and 8 East of the Willamette Meridian; thence West at right angles to said Range line 198 feet to the true point of beginning of the tract to be herein described; thence North and parallel with said Range line 660 feet more or less to a point on the South line of Highway 66; thence Westerly along the South line of said Highway to a point 16 feet distant when measured at right angles to the East line of the herein described tract; thence South and 16 feet distant from the said East line to a point of intersection of said line with a line running at right angles to and 660 feet South of Highway 66 when measured along the Range line between said Ranges 7 and 8; thence East 16 feet to the true point of beginning, both parcels being in Section 1, Township 40 South Range 7 East of the Willamette Meridian, Klamath County, Oregon,

Except subject to easements, restrictions, reservations and rights-of-way of record and those apparent on the land,

on the following terms and conditions:

The purchase price is Six Thousand Two Hundred and No/100 (\$6,200.00) Dollars, of which One Thousand and No/100 (\$1,000.00) Dollars has been paid, the receipt of which is hereby acknowledged, and the purchaser agrees to pay the balance of said purchase price as follows:

Five Thousand Two Hundred and No/100 (\$5,200.00) Dollars to be paid to the order of seller in monthly installments of not less than Eighty-One and 05/100 (\$81.05) Dollars each,

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payable on the 10th day of each month hereafter beginning with the month of December 1975, and continuing until said purchase price is fully paid, all of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of eight (8%) percent per annum from the date of this contract until paid, interest to be paid monthly and being included in the minimum monthly payments above required.

The purchaser may enter into possession upon the execution of this contract.

The property has been carefully inspected by the purchaser, and no agreements or representations pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The purchaser agrees to pay before delinquency all taxes and assessments which shall hereafter be assessed against the property and any which, as between seller and purchaser hereafter become a lien upon the premises; not to permit waste; and not to use the premises for any illegal purpose. If the purchaser shall fail to pay before delinquency any such taxes or assessments, the seller may pay them, and the amounts so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of ten (10%) percent per annum until paid, without prejudice to any other right of the seller by reason of such failure.

The purchaser assumes all risk of the taking of the property for a public use and agrees that any such taking shall not constitute a failure of consideration, but all monies received by the seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the seller may be required to expend in procuring such monies.

The seller agrees, upon execution of this agreement, to place in escrow at First Federal Savings & Loan Association of Klamath Falls, Oregon, a warranty deed to the property, free of encumbrances except those above mentioned and any that may accrue hereafter through any person other than the seller.

The seller agrees to furnish a Mountain Title Company standard form purchaser's title policy upon the execution of this agreement, free from encumbrances except any which are assumed by the purchaser or as to which the conveyance hereunder is not to be subject.

Time is of the essence hereof, and in the event the purchaser shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the seller may elect to declare all of the purchaser's rights hereunder terminated. Upon the termination of the purchaser's rights, all payments made hereunder, and all improvements placed upon the premises shall be forfeited to the seller as liquidated damages, and the seller shall have the right to re-enter and take possession of the property; and if the seller after such forfeiture shall commence an action to procure an adjudication of the termination of the purchaser's rights hereunder, the purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.



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IN WITNESS WHEREOF, the parties have executed this agreement on the date first above written.

Wayne C. Church  
Wayne C. Church

Mary A. Church  
Mary A. Church

SELLER

Odis D. George  
Odis Dean George

Linda Ann George  
Linda Ann George

PURCHASER

STATE OF OREGON )  
County of KLAMATH ) ss.

October 21, 1975

Personally appeared the above named Wayne C. Church, Mary A. Church, Odis Dean George and Linda Ann George and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

James R. Crane  
Notary Public for Oregon  
My Commission Expires 6-18-78

STATE OF OREGON, COUNTY OF KLAMATH; ss.  
Filed for record at request of CRANE & BAILEY ATTYS  
this 23rd day of OCTOBER A.D. 1975 at 10:13  
duly recorded in Vol. M 75 of DEEDS on Page 13247  
FEE \$ 9.00  
Wm D. MILNE, County Clerk  
Hazel Magic

Return to: Crane & Bailey  
325 Main Street  
Klamath Falls, Oregon 97601

Please send all tax notices until further notice to:

Odis Dean and Linda Ann George  
Box 278  
Keno, Oregon

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