

15875

## CONTRACT OF SALE

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THIS CONTRACT, Made this 1st day of March, 1974, between  
LOUIS RANDALL and MARIEN RANDALL, husband and wife, hereinafter  
called the Seller, and ROBERT VOSS and NAOMI VOSS, husband and  
wife, hereinafter called Buyer;

## WITNESSETH:

That in consideration of the mutual covenants and agree-  
ments herein contained, the Seller agrees to sell and the Buyer  
agrees to purchase all of the following described real property  
situate in Klamath County, Oregon, to-wit:

A parcel of land situate in Section 5, T. 41 S., R. 14 E.W.M.,  
Klamath County, Oregon, being all that portion of the W $\frac{1}{2}$ W $\frac{1}{2}$ SE $\frac{1}{4}$   
of said Section 5, lying easterly of East Langell Valley Road,  
a County Road, and southerly of the State Line Road, a public  
road, containing approximately 17 acres,

for the sum of \$7,500.00, on account of which the sum of \$2,000.00  
is paid down, the receipt of which is hereby acknowledged. The  
remaining balance of \$5,500.00 shall be paid to the order of  
Seller at First Federal Savings & Loan Association, 540 Main St.,  
Klamath Falls, Oregon, in annual installments of \$500.00 each, in  
addition to interest accrued thereon at the rate of 8% per annum  
from the date hereof, said payments to commence on the 1st day  
of March, 1975, continuing until the purchase price is fully paid.

All of said purchase price may be paid at any time with-  
out penalty, and buyer may, at his option, make advance annual  
payments and any credits arising therefrom shall defer a propor-  
tionate number of future annual payments as required by this  
contract.

The Buyer shall be entitled to possession of said premises

LAW OFFICES  
HEESLEY & KNUITSON, P.C.  
121 SOUTH SIXTH STREET  
KLAMATH FALLS, OR. 97601  
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1 on the date hereof and may retain said possession so long as  
2 he is not in default under the terms of this contract. Buyer  
3 agrees that at all times he will keep said premises in good  
4 condition and repair and will not suffer or permit any waste or  
5 strip thereof; that he will keep said premises free and clear of  
6 mechanic's and all other liens and save the Seller harmless there-  
7 from and reimburse Seller for all costs and attorney's fees in-  
8 curred in defending against any such liens. Buyer further agrees  
9 he will pay all taxes hereafter levied against said property when  
10 directed to do so by Seller, as well as water rents, public charges  
11 and municipal liens, if any, which hereafter may lawfully be im-  
12 posed upon said premises, all promptly and before the same or any  
13 part thereof become past due.

14 Seller will on the execution hereof, make and execute in  
15 favor of Buyer a good and sufficient warranty deed conveying a  
16 fee simple title to said property free and clear as of the date  
17 of this agreement of all encumbrances whatsoever, which deed  
18 shall be placed in escrow at First Federal Savings & Loan of  
19 Klamath Falls, together with this agreement, hereby instructing  
20 said escrow holder that when, and if, the Buyer shall have paid  
21 the balance of the purchase price and shall have in all other  
22 respects, fully complied with all of the terms and conditions of  
23 this contract, said escrow holder shall deliver said instruments  
24 to the Buyer.

25 The original escrow set-up fee shall be paid by the Seller,  
26 in addition to the annual escrow collection charge. Title in-  
27 surance will be furnished to Buyer upon full payment under the  
28 terms of this contract.

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1 Seller makes no representations or warranties as to the  
2 suitability of soil for septic tank installation, nor as to the  
3 availability and/or quality of water on the subject premises.

4 Time is of the essence of this contract, and in case the  
5 Buyer shall fail to make the payments above required, or any of  
6 them, punctually within ten days of the time limited therefor,  
7 or fail to keep any agreement herein contained, then the Seller,  
8 at his option, shall have the following rights: (1) to declare  
9 this contract null and void, (2) to declare the whole unpaid  
10 balance of said purchase price with interest thereon at once  
11 due and payable, and/or (3) to foreclose this contract by suit  
12 in equity, and in any of such cases, all rights and interest  
13 created or then existing in favor of the Buyer as against the  
14 Seller hereunder shall utterly cease and determine and the right to  
15 the possession of the premises above described and all other rights  
16 acquired by the Buyer hereunder shall revert to and revest in said  
17 Seller without any act of re-entry, or any other act of said Seller  
18 to be performed and without any right of the Buyer to return, re-  
19 clamation or compensation for moneys paid on account of the pur-  
20 chase of said property as absolutely, fully and perfectly as if  
21 this contract and such payments had never been made; and in case  
22 of such default all payments theretofore made on this contract  
23 are to be retained by and belong to Seller as the agreed and  
24 reasonable rent of said premises up to the time of such default.  
25 And the said Seller, in case of such default, shall have the  
26 right immediately, or at any time thereafter, to enter upon the  
27 premises without process of law, and take immediate possession  
28 thereof, together with all the improvements and appurtenances

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21 SOUTH SIXTH STREET  
MATH FALLS, OR. 97801  
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1 thereon or thereto belonging.

2 Buyer further agrees that failure by the Seller at any  
3 time to require performance by Buyer of any provision hereon  
4 shall in no way affect his right hereunder to enforce the same,  
5 nor shall any waiver by said Seller of any breach of any provis-  
6 ion hereof be held to be a waiver of any succeeding breach of any  
7 such provision, or as a waiver of the provision itself.

8 In case suit or action is taken to enforce any provision  
9 of this agreement, Buyer agrees to pay, in addition to the costs  
10 and disbursements provided by law, such sum as the Court may  
11 adjudge reasonable for Seller's attorney fees therein.

12 This agreement shall bind and inure to the benefit of, as  
13 the circumstances may require, the parties hereto and their  
14 respective heirs, executors, administrators and assigns.

15 In construing this contract, it is understood that the  
16 Seller or the Buyer may be more than one person and that if the  
17 context so requires, the singular pronoun shall be taken to mean  
18 and include the plural, masculine, feminine or neuter.

19 IN WITNESS WHEREOF, the parties have executed this instru-  
20 ment in triplicate the day and year first above written.

21 Seller:

22 Louis Randall  
23 Louis Randall

24 Marien Randall  
25 Marien Randall

26 Buyer:

27 Robert Voss  
28 Robert Voss

Naomi Voss  
Naomi Voss

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11 SOUTH SIXTH STREET  
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STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 2 day of  
July A.D., 19 76 at 3:16 o'clock P M., and duly recorded in Vol. W76,  
of deeds on Page 10116

FEE 12.00

WM. D. MILNE, County Clerk  
By Hazel Drayton Deputy