

18262

Vol. ^M76 Page 13446

CONTRACT OF SALE

LUCILE F. KEPNER, hereinafter referred to as "Seller," does hereby agree to sell to HELGA KING, hereinafter referred to as "Buyer," and said Buyer does hereby agree to purchase from Seller all of her interest in and to the fixtures, furnishings and equipment used by Seller in carrying on and conducting that certain motel and cafe business known as the MOUNTAIN VIEW MOTEL AND CAFE, a more particular description of said personal property being attached hereto marked Exhibit "A," and by this reference made a part hereof, together with the assumed business name of "Mountain View Motel and Cafe," and the real property in Klamath County, Oregon, more particularly described in Exhibit "B," attached hereto and by this reference made a part hereof, which said real property is subject to: Rights of the public in and to any portion of the described property lying within the limits of the Dalles-California Highway; limited access provisions contained in deeds to the state of Oregon by and through its State Highway Commission in Volume 268 at page 622, Volume 270 at page 14, Deed Records of Klamath County, Oregon; and limited access provisions contained in deeds at Volume 271 at page 112 and Volume 288 at page 120, Deed Records of Klamath County, Oregon, together with easements and rights of way of record and those apparent on the land; and also subject to an unrecorded contract of sale dated August 6, 1971, wherein Tommy F. Coble and Uldean Coble, husband and wife, are sellers and Donald K. Harriger and Leona H. Harriger, husband and wife, are buyers, which said contract Buyer herein does not assume and Seller covenants and agrees to hold her harmless therefrom; and subject further to an unrecorded conditional sales security agreement dated August 8, 1973, wherein Donald K. Harriger is seller and George F. McIntire and Sophia McIntire, husband and wife, are buyers and Seller herein being the assignee of the buyers' interest therein, which said contract Buyer herein does not assume and Seller covenants and agrees to hold her harmless therefrom.

Buyer agrees to pay to Seller a total purchase price of One Hundred Thousand Dollars (\$100,000.00), in addition to which Buyer agrees to pay the sum of One Thousand One Hundred Seventy-nine and 93/100 (\$1,179.93) as an account stated between Seller and Buyer for inventory, tax prorate, insurance prorate and miscellaneous items owing from each party to the other, all of which will be payable as follows: Three Thousand Five Hundred Dollars (\$3,500.00) at the time of the execution of this agreement, the receipt of which is hereby acknowledged, leaving a total balance of Ninety-seven Thousand Six Hundred Seventy-nine and 93/100 Dollars (\$97,679.93) to be paid in monthly installments of the total amount of Six Hundred Eighty-five and 35/100 Dollars (\$685.35) including interest, said payments commencing on the 10th day of September, 1976, and payable on the 10th day of each month thereafter. Said payments shall be applied first to the payment of the Harriger-McIntire contract which had a contract balance on May 15, 1976, in the sum of Sixty-two Thousand Two Hundred Seven and 39/100 Dollars (\$62,207.39) with monthly payments of Four Hundred Sixty-four and 35/100 Dollars (\$464.35) per month inclusive of interest at the rate of six and one-half percent (6.5%) per annum with the balance of said monthly payments to be applied to payment of Seller's equity in the amount of Thirty-five Thousand Four Hundred Seventy-two and 04/100 Dollars (\$35,472.04), which sum shall bear interest at the rate of seven and one-half percent (7-1/2%) per annum from May 15, 1976.

In addition to said monthly payments, Buyer agrees to pay to Seller not later than one (1) year from the date of this contract the sum of Five Thousand Four Hundred Seventy-two and 04/100 Dollars (\$5,472.04) which shall be applied to payment for Seller's equity.

It is understood and agreed that this is a security agreement and the Seller reserves title to and Buyer grants Seller a first security interest in all of the above described collateral and in all the equipment, fixtures, furnishings and inventory which may hereafter be acquired by the Buyer to be used in said business. Said security interest is given to secure the payment and performance of all of the Buyer's obligations set forth in this agreement and to secure all future credit and advances made by Seller to or for the account of the Buyer and all future obligations and indebtedness of Buyer to Seller including, but not by way of limitation, advances for loans, taxes, levies, insurance, rent and all reasonable costs and expenses incurred in the collection of any such indebtedness, including Seller's reasonable attorney's fees and legal expenses, including attorney's fees in any appeal or proceeding in any appellate court.

It is expressly understood that Buyer may replace the personal property sold hereunder only with the written consent of Seller and that the security interest of Seller will attach to the same and be superior to any security interest of any other party. Buyer agrees that said replacements will not lower the total value of the equipment, fixtures, furnishings and inventory below the value of said equipment, fixtures, furnishings and inventory prior to said replacements, disregarding any additional after-acquired property.

Seller warrants that said equipment, fixtures, furnishings and inventory are free and clear of all liens and encumbrances, except for the security interests reserved by Seller in the aforementioned contract of sale. Seller further warrants that she has no creditors regarding said property except for the contract of sale. Seller expressly covenants and agrees that all other creditors have been paid. Seller will on the execution hereof make and execute in favor of Buyer a good and sufficient warranty deed conveying a fee simple title to said real property, free and clear as of the date hereof of all encumbrances whatsoever, except as above set forth, which Buyer assumes, except for said contract, and will place said deed, together with a copy of this agreement, a bill of sale covering said personal property, a withdrawal of assumed business name executed by Buyer, termination of financing statements in duplicate covering the personal property, an assignment of real estate contract by vendee-buyer assigning Seller's interest in the contract dated August 8, 1973 between Donald K. Harriger and George F. McIntire and Sophia McIntire, husband and wife, and a purchaser's policy of title insurance in the sum of One Hundred Thousand Dollars (\$100,000.00) covering said real property, in escrow at the United States National Bank of Oregon, Klamath Falls Main Branch, and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said holder 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

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in case of default by Buyer, said escrow holder shall, on demand, surrender said instruments to Seller.

The Buyer agrees and warrants as follows:

- A. That the Buyer will promptly pay said purchase price and interest and any and all other indebtedness which may become due to the Seller at the United States National Bank of Oregon, Klamath Falls Main Branch, or at such other place as the Seller may designate.
- B. That the Buyer's mailing address and this place of business is Beaver Marsh, Oregon, and that Buyer shall immediately notify Seller in writing of any change in said address, county of residence or sole place of business.
- C. That said collateral will be retained in Buyer's possession in Klamath County, Oregon, at all times and at Buyer's sole risk and responsibility.
- D. That Buyer will carry sufficient fire insurance to keep the property insured at its full insurable value. Buyer shall further carry public liability insurance in a sum not less than \$100,000.00/\$300,000.00.
- E. That Seller shall have the right to enter into and upon any premises where any of the collateral may be situated for the purpose of inspecting or inventorying the same.
- F. That Buyer will not abandon said collateral or any part thereof nor sell or exchange any part thereof without the prior written consent of Seller. That Buyer will not permit any lien or security interest therein, or a financing statement to be filed on any of said collateral without the prior written consent of Seller.
- G. That Buyer will preserve and protect the collateral against loss, damage or depreciation in value.
- H. That Buyer will promptly pay all taxes on or relating to the use of collateral when they first become due and payable.
- I. That the Seller may, in her discretion, pay any taxes, liens, security interest or other encumbrances at any time levied or placed on said collateral or any part thereof, and may place and pay for insurance thereon, and may pay for the maintenance, protection or preservation of the collateral and may pay the rent on the premises in which any part of the collateral is located, and may pay any necessary filing or recording fees. All such payments and advances shall be secured by said collateral and shall draw interest at the same rate

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as the unpaid balance of the purchase price, and the Buyer shall reimburse the Seller for such payments and advances and interest on demand.

J. That the Buyer will join the Seller in executing, filing and doing whatever may be necessary under applicable law to perfect and continue the Seller's security interest in the collateral, all at Buyer's expense.

K. That Buyer further warrants that there have been no representations of past income of this property or of income which may be expected and that she is purchasing the property in its present condition.

The Buyer shall be entitled to possession of the collateral unless a default occurs. The Buyer shall be in default under this agreement upon the occurrence of any of the following:

A. Failure to pay when due any of the principal or interest on this agreement.

B. Failure by Buyer to keep, observe or perform any of the provisions of this agreement.

C. Misrepresentation or material falsity of any certificate or statement made or furnished by Buyer to Seller whether or not in connection with this agreement.

D. If Buyer is adjudged bankrupt, or if any of said property is seized, attached or levied upon.

In addition to all of the rights and remedies of the secured party upon default set forth in the Oregon Uniform Commercial Code and this agreement, time of payment and strict performance being declared to be the essence of this agreement, then Seller shall have the following rights:

A. To foreclose this contract by strict foreclosure in equity;

B. To declare the full unpaid balance immediately due and payable;

C. To specifically enforce the terms of the agreement by suit in equity;

D. To declare this contract null and void;

and in any such case 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.

return to: Crane & Driley, 295 Main St., Claremont Falls

Notary Public for Oregon

INVENTORY

on Kayne Security Agency

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- 1/2 1/2 Horse Power Jacuzzi Water Pump ✓
 125 Gallon Storage Tank ✓
 500 Gallon Propane Tank (with filler hose + nozzle)
 Mt. View Motel Sign ?
 2 Picnic Table ✓
 1 Swing Set ✓
 7 Lawn Chairs ✓
 4 42 Gallon Hot Water Tanks ✓
 6 Screen Doors ✓
 1 Eureka Vacuum Cleaner (Viking)
 1 Rubber Door Mats ✓
 14 Double Beds w/ Frame Mattress and Springs 75
 5 Single Beds w/ Frame Mattress and Springs 4 + headboards
 30 Chairs
 12 Pictures - 13
 12 Mirrors - 2
 13 Lamps - 14 Table Lamps
 11 Tables - 20 end tables + stands
 14 Waste Baskets - 21 Waste cans
 12 Throw Rugs - 19
 7 Luggage Racks - 8
 5 Zenith Portable T.V.'s
 1 Airline Console T.V. ✓
 4 Gibson Air Conditioner
 10 Bibles
 20 Ash Trays
 10 Candles
 1 Bench
 8 Desks - 13 Desks + tables
 7 Rubber Bath Mats ✓
 1 Baby Crib complete w/ Lines - Porcelain
 1 Single Roll-a-way Bed - 30"
 1 Step Stool - 4
 1 Kelvinator Refrigerator
 1 Portable Cabinet 8' - see house / OK
 1 Laundry Cart ✓ (w/ tub)
 Drapes and Curtains on all Motel Windows - 9 P. Insulated Drapes 8 pair shiny drapes
 4 m. sheer glass drapes
 1 Fire Extinguisher
 1 3 Horse Power 20" Lawn Mower - 20m ✓

Linens:

- | | |
|------------------------|---------------------------|
| 41 Pillows - 35 | |
| 39 Mattress Pads 23 | |
| 27 Bed Spreads - 26 | 3 table lamp combinations |
| 14 Blankets - 41 | |
| 58 Bath Towels - 69 | 21 Occasional chairs |
| 49 Hand Towels - 72 | |
| 47 Wash Cloths - 95 | 1 Trash Can |
| 129 Pillow Slips - 205 | |
| 94 Double Sheets - 235 | 15 Shower arrangements |
| 51 Twin Sheets | 14 Straight chairs |
| 11 Shower Curtains ✓ | 20 Bath mats |
| | 15 mattress covers |


 FORM NO. 810 - HANDY PAD
 Stevens-Nix Publishing Co.
 Portland, Oregon 97204

Exhibit "A"

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CONT

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Cashus 8 x 35 2nd. Room Trailer House - Serial # 5918
Great Lakes 12 x 4 x 2 Bedroom (2) trailer House Serial # 5179

CAFE

- 1 Sears Cold Spot Side by Side Ref-Freezer ✓
- 1 Utility Cabinet 2 Door ✓
- 1 30" Electric Range ✓
- 1 Hot Point Electric Griddle ✓
- 1 Citation 4 Slice Toaster ✓
- 1 3 Tub Sink w/ Drain Board ✓
- 1 Rheem Electric Furnace ✓
- 1 Mathos 52 Gallon Hot Water Heater ✓
- 1 Sears Cold Spot Ice Maker ✓
- 1 Card Table
- 1 Hamilton Beach Malt-Mixer--3 Mixing Cans ✓
- 1 Dipwell Ice Water Unit--Ice Cream Scoop and Spade ✓
- 2 Tables ✓
- 9 Chairs ✓
- 7 Bar Stools ✓
- 1 Formica Counter ✓
- 1 Pie Display ✓
- 1 Ice Cream Cone Dispenser ✓
- 6 Napkin Dispensers ✓
- 6 Sugar Dispensers ✓
- 6 Sets Salt and Pepper ✓
- 6 Ash Trays ✓
- 8 Sets of Curtains and Valances ✓
- 1 Dish DRAIN Unit ✓
- 3 Egg Pans
- 2 Cooking Kettles
- 3 Sauce Pans
- 12 Platters
- 11 Dinner Plates - 19
- 8 Soup Bowls
- 17 Pie Plates
- 4 Cookie Plates
- 1 Ice Cream Dishes
- 1 Water Glass Filler ✓
- 1 Victor Cash Register ✓
- 2 Cream Pitchers ✓
- 29 Water Glasses
- 5 Juice Glasses 38
- 4 Ice Tea Glasses
- 4 Catsup and Mustard Dispensers ✓
- 1 White Mop Bucket
- 20 Hamburger Baskets - 24
- 2 Waste Baskets ✓
- 1 30 Gallon Garbage Pail ✓

SILVERWARE

- 38 Spoons - 3 doz. reg. 1 doz. soup
- 32 Forks - 3 doz.
- 21 Knives - 3 doz.
- 5 Steak Knives ✓
- 2 Kitchen Knives ✓
- 2 Kitchen Spoons ✓
- 1 Spatula ✓
- 1 Strainer ✓
- 1 pr. Tongs ✓
- 1 Shredder ✓
- 1 Fire Extinguisher ✓

French Fryer

Air Conditioner - evaporative cooler

7 doz. cups

serving card

Cafe - Eat sign

Mt. View Cafe sign

Snow Plow Blade - Connections



FORM NO. 810 - HANDY PAD
Stevens-Ness Low Publishing Co.
Portland, Oregon 97204

page 2 of 3 Together with assumed Business name

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Wall-to-Wall Carpeting in Living Room and (Kitchen, Utility Room) ✓
Back Porch, Hall, Bathroom and 2 Bedrooms and Office)
Washing Machine and Dryer (8-1273) *Kennore*
42 Gallon Hot Water Heater ✓
74,000 Gas Floor Furnace ✓
Drapes in Living Room ✓
Roll-up Shade in Dining Area
Beads on Kitchen Window and Door
Beads between Kitchen and Living Room
Curtain on Bedroom Window ✓

1 *Kennore* gas range

1 Utility Table + faucet
freezer

couch

2 chairs



FORM NO. 810 - HANDY PAD
Stevens-Ness Publishing Co.
Portland, Oregon 97204

DESCRIPTION

PARCEL I

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The S½ of the following described property:

Beginning at a point on the Southeasterly right-of-way boundary of the Dalles-California Highway in the SW¼ NW¼ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; which point of beginning is North 940.8 feet; thence East 482.9 feet; and thence South 16° 55' West 70.1 feet from the one-quarter corner common to Sections 19 and 20 in said Township and Range; thence South 16° 55' West along said right-of-way boundary a distance of 50 feet; thence South 73° 05' East 150 feet; thence North 16° 55' East 50 feet; thence North 73° 05' West 150 feet, more or less, to the point of beginning, being a portion of the SW¼ NW¼ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL II

A portion of the W½ NW¼ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, described as follows:

Beginning at a point on the Easterly right-of-way line of the Dalles-California Highway, which point is South along the Section line, 1667.8 feet; thence East 491.6 feet and thence South 16° 53' 30" West along the Easterly right-of-way line of said Highway, a distance of 150 feet; from the Section corner common to Sections 17, 18, 19 and 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon, thence South 16° 53' 30" West, along said right-of-way line, 100 feet; thence South 73° 06' 30" East, 150 feet; thence North 16° 53' 30" East, parallel to said right-of-way line, 100 feet; thence North 73° 06' 30" West, 150 feet, more or less, to the point of beginning; being a portion of said W½ of NW¼, said Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon.

PARCEL III

Beginning at a point on the Southeasterly right-of-way boundary of the Dalles-California Highway in the SW¼ NW¼ of Section 20, Township 28 South, Range 8 East of the Willamette Meridian, Klamath County, Oregon; which point of beginning is North 940.8 feet; thence East 482.9 feet; and thence South 16° 55' West 70.1 feet from the one-quarter corner common to Sections 19 and 20 in said Township and Range; thence South 16° 55' West along said right-of-way boundary a distance of 150 feet; thence South 73° 05' East 150 feet to the true point of beginning; thence North 73° 05' West 40 feet to the Easterly line of the Dalles-California Highway; thence South 16° 55' West 350 feet, more or less, to the Northwest corner of the parcel described in deed recorded October 22, 1963 in Volume 348, page 603, Deed Records of Klamath County, Oregon;

thence South 73° 05' East 190 feet along the Northerly line of said parcel; thence North 16° 55' East 450 feet to the Southeast corner of the parcel described in contract recorded May 12, 1970 in Volume M70, page 3748, Microfilm Records of Klamath County, Oregon; thence North 73° 06' 30" West along the Southwesterly line of said parcel 150 feet; thence South 16° 55' West 100 feet to the true point of beginning.

Exhibit "B"

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 27th day of AUGUST A.D., 1976 at 3:06 o'clock P.M., and duly recorded in Vol. _____ of DEEDS _____ on Page 13446.

FEE \$ 27.00

WM. D. MILNE, County Clerk

By *Hazel D. Magee* Deputy