

A-27113  
RECORD AT REQUEST OF & RETURN TO:  
Donald M. Ratliff  
Attorney at Law  
P. O. Box 446  
Merrill, Oregon 97633  
MAIL TAX STATEMENTS TO:  
Dan C. & Marla Ann Rajnus  
Star Route, Box 80-A  
Malin, Oregon 97632

13577

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ASSIGNMENT OF CONTRACT

KNOW ALL MEN BY THESE PRESENTS, That we, DAN C. RAJNUS and CARL A. RAJNUS, for value received, do hereby grant, bargain, sell, assign, transfer and set over unto DAN C. RAJNUS and MARLA ANN RAJNUS, husband and wife, all our right, title and interest in and to that certain Contract for Sale of Real Property bearing date of September 10, 1974, made and executed by Frances Kent Peterson, Dale Childers, Robert Kent and Diane I. Kent, as Sellers, and Dan C. Rajnus and Carl A. Rajnus, as Buyers, which contract covered the following described real property situated in Klamath County, Oregon:

N $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 25, Township 40 South, Range 11 East, W.M.

TO HAVE AND TO HOLD the same unto Dan C. Rajnus and Marla Ann Rajnus, husband and wife, their heirs, executors, administrators and assigns forever.

DATED this 13th day of July, 1976.

Dan C. Rajnus  
Dan C. Rajnus

Carl A. Rajnus  
Carl A. Rajnus

STATE OF OREGON )  
County of Klamath ) ss.

On this 13th day of July, 1976, before me, Donald M. Ratliff, a Notary Public for Oregon, personally appeared Dan C. Rajnus and Carl A. Rajnus, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

Donald M. Ratliff  
Notary Public for Oregon  
My commission expires: 4-29-78

DONALD M. RATLIFF  
ATTORNEY AT LAW  
MERRILL, OREGON



RECORD AT REQUEST OF & RETURN TO:  
Donald M. Ratliff  
Attorney at Law  
P. O. Box 446  
Merrill, Oregon 97633

15266

CONTRACT FOR SALE OF REAL PROPERTY

DATE THIS AGREEMENT Made in triplicate the 10th day of September,  
PARTIES 1974, by and between FRANCES KENT PETERSEN, DALE CHILDERS,  
ROBERT KENT and DIANE I. KENT, hereinafter called Sellers, and  
DAN C. RAJNUS and CARL A. RAJNUS, hereinafter called Buyers,

WITNESSETH:

AGREEMENT Sellers hereby agree to sell to Buyers as hereinafter provided,  
and the latter hereby agree to buy from the former, the following  
described real property situated in Klamath County, Oregon:

N $\frac{1}{2}$ NE $\frac{1}{4}$ , N $\frac{1}{2}$ S $\frac{1}{2}$ NE $\frac{1}{4}$  and NE $\frac{1}{4}$ NW $\frac{1}{4}$ , Section 25, Township 40 South,  
Range 11 East, W.M., Klamath County, Oregon.

SUBJECT TO: 1974-75 taxes; easements and rights of way  
of record or apparent on the land; all contracts, water  
rights, proceedings, taxes and assessments relating to  
irrigation, drainage or reclamation purposes; and  
special assessments of said land as farm land.

PRICE The total agreed purchase price for said property is the sum  
of \$20,000.00, \$1,000.00 of which shall be paid down upon execution  
and delivery of this contract. Buyers agree to pay the additional  
sum of \$5,000.00 without interest on or before January 15, 1975,  
INTEREST and to pay the balance of \$14,000.00, plus interest on deferred  
principal thereof at the rate of 8% per annum from September 15,  
ANNUAL IN- 1974, until paid, in annual installments of not less than  
STALLMENTS \$2,800.00 each, plus interest, with the first such payment to  
become due on January 15, 1976, and subsequent payments to be  
made on the 15th day of each January thereafter until the entire  
balance of principal and interest has been paid. Additional pay-  
ments may be made at anytime after January 1, 1976, without  
penalty. All payments shall be made to First National Bank of  
Oregon, Merrill Branch, the escrow holder herein.

SELLERS FURTHER AGREE TO DO THE FOLLOWING:

- TITLE INSURANCE 1. Furnish Buyers with and pay the premium for a purchasers'  
policy of title insurance in the amount of \$20,000.00  
subject only to the standard exceptions of Title  
Insurance Company of Oregon and those shown above.
- DEED IN ESCROW 2. Execute a good and sufficient deed in Warranty form  
conveying said real property to Buyers as Tenants in  
Common, and to deposit said deed in escrow with First  
National Bank of Oregon, Merrill Branch, with instruc-  
tions to deliver the same to Buyers upon payment in  
full of said purchase price and interest.
- PAY FOR HALF OF COSTS 3. Pay for one-half the attorney's fee and escrow charges  
in connection with this sale.
4. Pay that portion of the 1974-75 taxes assessed against  
said property accruing prior to September 16, 1974.

BUYERS FURTHER AGREE TO DO THE FOLLOWING:

1. Make all payments called for herein promptly, not  
later than 10 days after due dates, time being in all  
respects of the essence of this agreement.



PAY HALF  
OF COSTS

2. Promptly pay all taxes and assessments accruing against said real property subsequent to September 15, 1974; promptly pay all indebtedness incurred by their acts which may become a lien against said property.
3. Pay for one-half the attorney's fee and escrow charges in connection with this sale.

Should Buyers fail to keep the land clear of past due taxes, liens, assessments or other charges imposed against the same, it is agreed that Sellers may, at their option, without notice and without waiver of such default, pay such taxes, liens, assessments or other charges, or any part thereof; and any payments so made by Sellers shall become immediately due and payable from Buyers to Sellers, and the latter shall be entitled to interest on any amount so paid at the rate of 10% per annum until refunded.

Should Buyers fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Sellers shall, at their option, subject to the requirements of notice as herein provided, have the following rights: (a) To foreclose this contract by strict foreclosure in equity; (b) To declare the full unpaid balance of the purchase price immediately due and payable; (c) To specifically enforce the terms of this agreement by suit in equity; or (d) To declare this agreement null and void as of the date of the breach of contract and to retain as liquidated damages the amount of any payments theretofore made under this contract. If Sellers elect to declare this agreement null and void, all of the right, title and interest of Buyers shall revert to and revest in Sellers without any act of reentry or without any other act by Sellers to be performed; and Buyers agree, in such event, to peaceably surrender the property to Sellers, and in default of such delivery, Buyers may, at the option of Sellers, be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such.

Buyers shall not be deemed in default for failure to perform any covenant or condition of this contract, including failure to make payments as herein provided, until notice of said default by Sellers to Buyers, and Buyers shall have failed to remedy said default within thirty days after the giving of such notice. Notice for this purpose shall be deemed to have been given upon the deposit in the mails of a certified letter containing said notice and addressed to Buyers at Route 2, Box 784, Klamath Falls, Oregon 97601.

Waiver by Sellers of any breach of any of the terms of this agreement shall not be considered a waiver of subsequent breaches, if any. In the event Sellers file suit or action to enforce any of the obligations of Buyers hereunder, Buyers agree to pay Sellers' reasonable attorney's fees in such suit or action, as determined by the Court.

This agreement shall bind and inure to the benefit of the parties hereto and their executors, administrators, heirs and assigns.

IN WITNESS WHEREOF, said parties hereunto set their hands.

Frances Kent Peterson  
Frances Kent Peterson

Dale Childers  
Dale Childers

Robert Kent  
Robert Kent

Diane I. Kent  
Diane I. Kent

Dan C. Rajnus  
Dan C. Rajnus

Carl A. Rajnus  
Carl A. Rajnus



15268

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Klamath County Title

this 29 day of Sept A. D. 1976 at 11:53 o'clock <sup>a</sup> M., and

duly recorded in Vol. M 76, of DEED on Page 15265

12.00

Wm D. MILNE, County Clerk  
By Paula Lakin