

RECORD AT REQUEST OF & RETURN TO:
Klamath County Title Company
4835 South Sixth Street
Klamath Falls, Oregon 97601

A-26942
Vol. 76 page 15704

MAIL TAX STATEMENTS TO:
Donald G. Micka and Elsie Micka
Star Route, Box 57
Malin, Oregon 97632

19918

CONTRACT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, Made in triplicate the 1st day of June, 1976
by and between LESLIE LEQUIEU and LAVERNA LEQUIEU, husband and wife,
and KENNETH H. DUNCAN and EVELYN R. DUNCAN, husband and wife, Route
1, Box 241D, Tulelake, California 96134, hereinafter called Sellers,
and DONALD G. MICKA and ELSIE MICKA, husband and wife, Star Route,
Box 57, Malin, Oregon 97632, hereinafter called Buyers,

WITNESSETH:

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

The S $\frac{1}{2}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 27, Township 40 South, Range
12 East of the Willamette Meridian, EXCEPTING THERE-
FROM a tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section
27, Township 40 South, Range 12 East, W.M., more
particularly described as follows: Beginning at the
Southwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$; thence North along the
West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 208.71 feet;
thence East parallel to the South line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$
a distance of 417.42 feet; thence South parallel to
the West line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ a distance of 208.71 feet;
thence West along the South line of said SE $\frac{1}{4}$ SE $\frac{1}{4}$ a dis-
tance of 417.42 feet to the point of beginning.

SUBJECT TO: (1) Right of Way Option, including the
terms and provisions thereof, between Kenneth H. Duncan
and Evelyn R. Duncan, Leslie LeQuieu and LaVerna LeQuieu,
grantors, and Pacific Power & Light Company, a corpora-
tion, grantee, dated September 15, 1975, recorded Sept-
ember 15, 1975 in Volume M75 page 10942, Microfilme
Records of Klamath County, Oregon; and (2) Easements and
rights of way of record or apparent on the land.

The total agreed purchase price for said real property is the
sum of \$4,500.00, of which Buyers have paid down the sum of \$770.00 ^{1/10} consisting of 14 ton of hay @ \$55.00 per ton. Buyers have paid the
additional sum of \$230.00 down on this date and receipt of said addi-
tional down payment is hereby acknowledged. Buyers agree to pay the
balance of \$3,500.00, plus interest on deferred principal thereof
at the rate of 8% per annum from June 1, 1976, until paid, in annual
installments of not less than \$1,000.00 each, including interest,
with the first payment to become due on or before June 1, 1977, and
subsequent payments to become due on the 1st day of each June there-
after until said purchase price and interest has been paid. Addi-
tional payments may be made at any time without penalty. All payments
shall be made to the First National Bank of Oregon, Merrill Branch,
the escrow holder herein.

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DONALD M. RATLIFF
ATTORNEY AT LAW
MERRILL, OREGON

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SELLERS FURTHER AGREE TO DO THE FOLLOWING:

1. Furnish Buyers with and pay the premium for a purchasers policy of title insurance in the amount of \$4,500.00, subject only to the exceptions herein contained and standard exceptions of Title Insurance Company of Oregon.
2. To give Buyers possession of said property on or before June 1, 1976.
3. Execute a warranty deed conveying said property to Buyers as tenants by the entirety, and to deposit the same in escrow with the First National Bank of Oregon, Merrill Branch.
4. To pay that portion of the 1975-76 taxes assessed against said real property accruing prior to June 1, 1976.
5. To pay one-half the closing costs in connection with this sale.

BUYERS FURTHER AGREE TO DO THE FOLLOWING:

1. To make all payments called for herein promptly, not later than thirty days after due dates thereof, time being of the essence of this contract; to promptly pay all indebtedness incurred by their acts which might become a lien against the property superior to the rights of Sellers hereunder; to promptly pay before the same become delinquent all taxes and assessments imposed against the property; and to not permit any liens to be filed against the property for improvements, replacements, labor or materials.
2. Not to commit any strip or waste to the property; to keep the property in as good condition as the same now is in or may be placed in, usual wear and tear excepted.
3. To pay that portion of the 1975-76 real property taxes assessed against said property subsequent to June 1, 1976.
4. To pay one-half the closing costs in connection with this sale.

Should Buyers fail to keep the property clear of past due liens or other charges, then Sellers, at their option, with or without notice, and without waiver of default, may pay such taxes, liens, assessments or any part thereof; and any payments so made by Sellers shall become immediately due and payable from Buyers to Sellers, and the latter then shall be entitled to interest on any amount or amounts so paid at the rate of 8% per annum from date of payment until reimbursed.

Should Buyers fail to perform any of the terms of this contract, time of payment and performance being of the essence, Sellers may at their option have the following rights: (1) to declare the full unpaid balance of the purchase price immediately due and payable; (2) to specifically enforce the terms of this contract by suit in equity; (3) to declare this agreement null and void as of the date of the breach of contract, and to retain as rents any amount or payments made under this contract.

In the event that either parties shall be required to file suit to enforce this contract, the prevailing party shall be entitled to all attorney's fees, costs and disbursements required in the perform-

ance of said suit.

Waiver by Sellers of any default by Buyers hereunder shall not be a waiver of any other or subsequent default, if any. Default by Buyers in making any payments called for herein shall cause the entire unpaid balance of this contract to become immediately due and payable, at option of Sellers.

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

IN WITNESS WHEREOF, Said parties hereunto set their hands.

Leslie LeQueieu
Leslie LeQueieu
Kenneth H. Duncan
Kenneth H. Duncan
Donald G. Micka
Donald G. Micka

LaVerna LeQueieu
LaVerna LeQueieu
Evelyn R. Duncan
Evelyn R. Duncan
Elsie Micka
Elsie Micka

STATE OF OREGON)
County of Klamath) ss.

On this 2nd day of June, 1976, before me, Julene F. Barker
a Notary Public for Oregon, personally appeared the above named Leslie LeQueieu and LaVerna LeQueieu, husband and wife, and Kenneth H. Duncan and Evelyn R. Duncan, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Julene F. Barker
Notary Public for Oregon
My commission expires: 8-7-79

STATE OF OREGON)
County of Klamath) ss.

On this 2nd day of June, 1976, before me, Julene F. Barker
a Notary Public for Oregon, personally appeared the above named Donald G. Micka and Elsie Micka, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Julene F. Barker
Notary Public for Oregon
My commission expires: 8-7-79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 6th day of
OCTOBER A.D., 1976 at 2:35 o'clock P. M., and duly recorded in Vol. M 76
of DEEDS on Page 15704.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By Hazel Ingle Deputy