

17714

It is understood and agreed between the parties hereto that should there be any contracts, mortgages, liens, judgments or other incumbrances outstanding which sellers have entered into or incurred during or prior to this contract, buyers shall have the right upon default by sellers in payment thereof to make such payments and to apply the payments as part payment on this contract.

It is agreed between the parties that all the taxes, if any, shall be prorated as of the date of this contract.

It is further agreed that all the buildings now erected on said premises will be kept insured by the buyers in favor of the sellers against loss or damage by fire in an amount equal to the full insurable value of the improvements located upon the aforementioned premises: in a company or companies satisfactory to the sellers; and the buyers will have all policies of insurance on said property made payable to the sellers as their interests may appear; and the buyers will deliver all policies of insurance on said premises to the sellers as soon as insured.

The buyers in consideration of the premises, hereby agree that they will pay for all public and municipal liens which may hereafter lawfully be imposed upon said premises, promptly and before the same or any part thereof becomes past due. In the event that buyers shall allow the taxes or other assessments upon said property to become delinquent or shall fail to remove any lien or liens imposed upon said property, the sellers without obligation to do so, shall have the right to pay the amount due and to add said amount so paid to the principal remaining due under this agreement, to bear interest thereon at the rate provided herein.

Contract of Sale -3-

17715

All improvements placed on the premises shall remain, and shall not be removed before final payment is made for the said above described premises.

Sellers agree to furnish buyers with a purchaser's policy of title insurance upon the execution of this agreement showing good and merchantable title in the sellers as of the date of this contract.

In case the buyers, their legal representatives or assigns shall pay the several sums of money aforesaid punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the sellers shall give unto the buyers, their heirs or assigns upon request at First National Bank of Oregon, Main Branch, Klamath Falls, Oregon, a good and sufficient warranty deed of conveyance conveying said premises in fee simple, free and clear of encumbrances as of the date of this contract.

Time is of the essence in this contract and the buyers covenant to promptly make all payments of principal and interest when due and to otherwise fully and promptly perform their obligations under this contract, and in the event of default by the buyers upon any of the terms and conditions contained herein, sellers may, upon thirty (30) days written notice to the buyers, and providing said default continues during said thirty (30) day period, declare this contract terminated and at an end, and upon such termination, all of the buyers' right, title and interest in and to the described property shall immediately cease. Sellers shall be entitled to the immediate possession of the described property and they may forcibly enter and take possession of

17716

said property, removing the buyers and their effects, and all payments theretofore made by buyers to sellers and all improvements or fixtures placed on the described property shall be retained by the sellers as liquidated damages, OR

Sellers may at their option foreclose this contract by strict foreclosure in equity, and upon the filing of such suit, all of the buyers' right, title and interest in and to the above described property shall immediately cease, sellers shall be entitled to the immediate possession of said property, they may enter forcibly and take possession of said property, removing the buyers and their effects, and all payments theretofore made by buyers to the sellers and all improvements or fixtures placed upon the described real property shall be forfeited to the sellers as liquidated damages. Such right to possession in the sellers shall not be deemed inconsistent with the suit for strict foreclosure but shall be in furtherance thereof, and in the event buyers shall refuse to deliver possession upon the filing of suit, buyers by the execution of this contract consent to the entry of an interlocutory order granting possession of the premises to the sellers immediately upon the filing of any suit for strict foreclosure without the necessity of the sellers posting a bond, or having a receiver appointed, OR

Sellers shall have the right to declare the entire unpaid principal balance of the purchase price, with interest thereon, at once due and payable, and in such event, sellers may either bring an action at law for the balance due, thereby waiving the security, or in the alternative, may file suit in equity for such unpaid balance of principal and interest and have the property sold at judicial sale.

17717

with the proceeds thereof applied to the court costs, attorneys fees, and the balance due the sellers, and may recover a deficiency judgment against the buyers for any unpaid balance remaining thereon.

In addition to the aforementioned remedies, sellers shall have any and all other remedies under the law.

In case suit or action is instituted to enforce any of the provisions of this contract, the prevailing parties shall be entitled to such sums as the Court may adjudge reasonable as attorneys fees in said suit or action, in addition to costs and disbursements provided by statute.

The buyers further agree that failure by the sellers at any time to require performance by the buyers of any provision hereof shall in no way affect the sellers' right hereunder to enforce the same, nor shall any waiver by said sellers of the breach of any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provision itself.

IN WITNESS WHEREOF, the said parties have hereunto set their hands in duplicate the day and year first above written.

Robert W. Nelson
Shirley W. Nelson
 Sellers

Clair Kenney
 Buyers

STATE OF OREGON,
 County of Klamath

Filed for record at request of

Clair Kenney

on this 8 day of Nov A.D. 1946

at 10:38 o'clock A.M. and

recorded in Vol. M 76 of Deeds

Page 17712

Wm D. MILNE, County Clerk

Clair Kenney Deputy
 1800

Contract of Sale -6-

Rel + Int
 Clair Kenney
 3210 1/2 Cannon
 Klamath Falls
 Ore