

23683

## CONTRACT OF SALE

Vol. 111 Page 111

THIS CONTRACT made and entered into this 30<sup>th</sup> day of December, 1976, by and between D. W. BELL and AUDREY L. BELL, husband and wife, hereinafter referred to as "Sellers," and MELVIN C. BEAL and COLLEEN BEAL, husband and wife, hereinafter referred to as "Buyers";

## WITNESSETH:

That in consideration of the mutual covenants and agreements herein contained, the Sellers agree to sell to the Buyers and the Buyers agree to purchase from the Sellers the following described real property situated in the county of Klamath, state of Oregon, to wit:

Lot 21, Block 5, LENOX ADDITION, to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

on the following terms and conditions:

The Purchase price is Nine Thousand Five Hundred Dollars (\$9,500), of which One Thousand Dollars (\$1,000) has been paid as a downpayment on the execution hereof, the receipt of which is hereby acknowledged by the Sellers, the Buyers agree to pay the remainder of said purchase price of Eight Thousand Five Hundred Dollars (\$8,500) as follows: Buyers agree to assume and pay that amount still owing to the Veteran's Administration the sum of Three Thousand Eight Forty-two Dollars and Five One-hundredths (\$3,842.05) due on loan number 48-4-000430. Buyers and Sellers agree that they shall instruct the escrow agent, First Federal Savings and Loan Association, to pay the sum of Seventy Dollars (\$70) to said Veteran's Administration as the monthly payment on said loan and that that amount due the Veteran's Administration shall not bear interest under this agreement. The Buyers acknowledge full knowledge of the agreement between the Sellers and the Veteran's Administration and hereby agree to hold the Sellers harmless from all terms and conditions of that agreement.

The remaining balance of Four Thousand Six Hundred Fifty-seven Dollars and Ninty-five One-hundredths (\$4,657.95) shall be paid to Sellers in monthly payments of not less than Thirty Dollars (\$30) each, payable on the first day of each month hereafter, beginning with the month of January 1977, and continuing until said purchase price is fully paid. This balance of the purchase price may be paid at any time; all deferred balances of this amount shall bear interest at the rate of Five per cent (5%) per annum from December 21, 1976, until paid, interest to be paid monthly and being included in the minimum monthly payment above required.

The Buyers warrant to and covenant with the Sellers that the real property described in this contract is primarily for Buyers personal, family, household or agricultural purposes.

The Buyers shall be entitled to possession of said lands on December 21, 1977, and may retain such possession so long as he is not in default under the terms of this contract. The Buyers agree that at all times he will keep the buildings on said premises, not or hereafter erected, in good condition and repair, and will not suffer or permit any waste or strip thereof; that he will keep said premises free from Mechanic's and all other liens and save the Sellers harmless therefrom and reimburse the Sellers for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that at Buyer's expense, he will insure and keep insured all buildings not, or hereafter erected on said premises against loss or damage by fire with extended coverage in an amount not less than \$8,500.00 in a company or companies satisfactory to the Sellers, with loss payable first to the Sellers and then to the Buyers as their respective interests may appear and all policies of insurance to be delivered to the Sellers as soon as insured. Now if the Buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the Seller may do so and any payment so made shall be added to and become part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the Sellers for Buyers' breach of contract.

The Sellers agree that when said purchase price is fully paid and upon request and upon surrender of this agreement, they will deliver a good and sufficient deed conveying said premises in fee simple unto the Buyers, their heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances since said date placed, permitted or arising by through or under Sellers, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the Buyers and further excepting all liens and encumbrances created by the Buyers and their assigns.

And it is understood and agreed between said parties that time is of the essence of this contract, and in case the Buyers shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the Sellers at their option shall have the following rights: (1) to declare the contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any such cases, all rights and interest created or then existing in favor of the Buyers as against the Sellers hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the Buyers hereunder shall revert to and revest in said Sellers without any act of re-entry, or any other act of said Sellers to be performed and without any right of the Buyers of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments has never been made; and in case of default all payments theretofore made on this contract are to be retained by and belong to said Sellers and the agreed and reasonable rent of said premises up to the time of such default. And the said Sellers, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

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 their rights hereunder to enforce the same, nor shall any waiver by said Sellers of any 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 case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the Buyers agree to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the Buyers further promise to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

This contract has been prepared by Crane & Bailey, Attorneys at Law, 325 Main Street, Klamath Falls, Oregon 97601, as attorneys for the Sellers. Buyers acknowledge that they have been advised of their right to seek separate counsel to advise them in this transaction.

Until a change is requested, all tax statements shall be sent to : Mr. and Mrs. Melvin C. Beal

After recording, return to : CRANE & BAILEY  
Attorneys at Law  
325 Main Street  
Klamath Falls, OR 97601

IN WITNESS WHEREOF, the parties have executed this contract of sale in triplicate on the date first above written.

D. W. Bell  
D. W. Bell

Melvin C. Beal  
Melvin C. Beal

Audrey L. Bell  
Audrey L. Bell

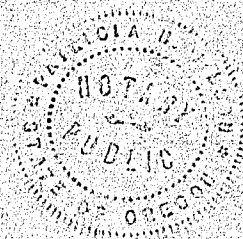
Colleen Beal  
Colleen Beal

SELLERS

BUYERS

STATE OF OREGON     )  
                              ) ss.  
County of KLAMATH    )

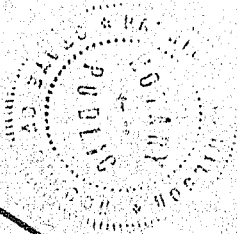
Personally appeared the above named D. W. Bell and Audrey L. Bell, husband and wife, and acknowledged the foregoing contract of sale to be their voluntary act and deed this 30 day of December, 1976.



Patricia H. Wilson  
Notary Public for Oregon  
My Commission Expires: 9-16-80

114

Patricia H. Wilson  
Notary Public for Oregon  
My Commission Expires: 9-16-80



Wm D. MILNE, County Clerk

By Hazel Craig