

38-12035-S

26142

V. M. 77 Page 3598

This Agreement, made and entered into this 4th day of February, 1977 by and between

JOHN NOLLER,

hereinafter called the vendor, and

CLIFFORD HONEYCUTT and PATRICIA HONEYCUTT, husband and wife,

hereinafter called the vendee.

# WITNESSETH

Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

Beginning at a point on the Westerly line of 8th Street 60 feet Northwesterly from the most Easterly corner of Lot 5 of Block 64, NICHOLS ADDITION to the City of Klamath Falls, Oregon; thence Southwesterly and at right angles to said line of 8th Street 130 feet, more or less, to the Westerly line of Lot 4 of Block 64; thence Northwesterly along said Westerly line of Lot 4 to the Easterly line of Prospect Avenue; thence Northerly along said Easterly line of Prospect Avenue to an intersection of said line parallel with the course first above described and 65 feet Northerly therefrom; thence Northeasterly along said parallel course to the Westerly line of 8th Street; thence Southeasterly along said Westerly line of 8th Street, 65 feet to the point of beginning, being parts of Lots 4 and 5 of Block 64 of NICHOLS ADDITION to the City of Klamath Falls, Oregon.

Subject to: Reservations, restrictions, easements and rights of way of record and those apparent on the land, if any. The property is also subject to a contract of sale dated April 3, 1962, between Melvin R. Amundson and Melissa Anderson, as vendors, and W. E. Ward, as vendee, which said vendee's interest in said contract was thereafter on Sept. 1, 1966, assigned to Ralph L. Koerner and Doris R. Koerner, and which said vendees' interest in said contract was thereafter on May 19, 1967, assigned to Donald D. Alt. Donald D. Alt thereafter, on a separate contract dated June 13, 1973, sold the said property to Duane Conway, and said Duane Conway thereafter sold said property to John Noller and Sharon Noller, by instrument dated April 17, 1974, the interest of said Sharon Noller being awarded to John Noller by decree of dissolution of marriage dated Dec. 9, 1975.

TOGETHER WITH the following-described personal property, to-wit:

## Apt. #1:

Gas Range  
Refrigerator

## Apt. #2:

Electric Range  
Refrigerator  
Sofa & Chair Set  
Bed  
Dresser

## Apt. #3:

Electric Range  
Refrigerator  
Table & 3 Chairs  
Sofa  
Buffet  
Bed  
Dresser

Subject to: Personal property taxes which became a lien on January 1, 1977;

The property  
if consi-  
consists  
consideration

WARRANTY DEED

William B. Hughes  
Evelyn J. Hughes  
Benjamin J. Hickman  
Catherine F. Hickman  
After Recording Return  
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at and for a price of \$ 14,000.00 payable as follows, to-wit: (of which \$13,750.00 is attributable to real property and \$250.00 is attributable to personal property)

\$ 3,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged: \$ 11,000.00 with interest at the rate of 8 % per annum from March 1, 1977 payable in installments of not less than \$ 110.00 per month, inclusive of interest, the first installment to be paid on the 1st day of April, 1977, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, ~~at the First Federal Savings and Loan Association of Klamath Falls,~~ at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereinafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid and that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$ full insurable value with loss payable to the parties as their respective interests may appear, and policy or policies of insurance to be held by vendees, copy to vendor, that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind

and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the vendor in and to said property. Vendee shall be entitled to the possession of said property March 1, 1977.

Vendor will on the execution hereof make and execute in favor of vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as above stated,

(except above-described contracts) which vendee assumes/and will place said deed, bill of sale, termination of financing statement (in duplicate) and purchasers' policy of title insurance,

together with one of these agreements in escrow at the First Federal Savings and Loan Association of Klamath Falls, at Klamath Falls, Oregon

and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said holder that when, and if, vendee 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 vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

But in case vendee shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, 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 vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in vendor without any declaration of forfeiture or act of reentry, and without any other act by vendor to be performed and without any right of vendee of reclamation or compensation for money paid or for improvements made as absolutely, fully and perfectly as if this agreement had never been made.

Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial 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 such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such breach of any provision hereof be held to be a waiver of any succeeding

The property consists of  
consideration  
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Should vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial 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 such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provision hereof shall in no way affect vendor's right hereunder to enforce the same, nor shall any waiver by vendor of such 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 construing this contract, it is understood that vendor or the vendee may be more than one person; that if the context so requires the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine, and the neuter, and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to corporations and to individuals.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

Witness the hands of the parties the day and year first herein written.

*John Noller*  
John Noller

*Clifford Honeycutt*  
Clifford Honeycutt  
*Patricia Honeycutt*  
Patricia Honeycutt

STATE OF OREGON )  
County of Klamath ) SS

On this 11th day of March, 1977, personally appeared the above named John Noller, and acknowledged the foregoing instrument to be his voluntary act and deed, before me:

*Susan L. Stockwell*  
Notary Public for Oregon

My Commission Expires: 6-13-80

From the office of  
Ganong, Cresswell & Gordon  
Attorneys at Law  
First Federal Bldg.  
Klamath Falls, Ore.

Until a change is requested, mail all tax statements  
to Clifford and Patricia Honeycutt, 2700 Lakeshore  
Drive, Selma, Oregon 97538

*Return to Susan*

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STATE OF OREGON )  
County of Klamath ) ss.

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On this 1st day of March, 1977, personally appeared the above named Clifford Honeycutt and Patricia Honeycutt and acknowledged the foregoing instrument to be their voluntary act and deed.

*Juan L. Stockwell*  
Notary Public for Oregon  
My commission expires 6-13-80

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~XXXXXX~~

this 1st day of MARCH, A.D. 1977, at 3:02 o'clock PM and,  
duly recorded in Vol. M77, of DEEDS on Page 3598.

FEE \$ 12.00

W.D. MILNE, County Clerk  
By *Hazel Draper*

WARRANTY

William B. Hughes

Evelyn J. Hughes

Benjamin J. Hughes

Catherine B. Hughes

After Recording Return

Benjamin J. Hughes

1981, et al.

Klamath