

RECORD AT REQUEST OF & RETURN TO:
PARKS & RATLIFF
ATTORNEYS AT LAW
MERRILL, OREGON 97633
MAIL TAX STATEMENTS TO:
MITZY L. CANTRALL
MERRILL, OREGON 97633

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CONTRACT FOR SALE OF REAL AND PERSONAL PROPERTY

THIS AGREEMENT, Made in triplicate this 18th day of April, 1977, by and between RUBY L. STANDRIDGE, a married woman, of Merrill, Oregon, hereinafter referred to as Seller, and MITZY L. CANTRALL, a single woman, of Merrill, Oregon, hereinafter referred to as Buyer,

WITNESSETH:

Seller hereby agrees to sell to Buyer, and the latter hereby agrees to buy from the former, the following described real and personal property situated in Klamath County, Oregon:

REAL PROPERTY:

Lot 5, Block 20, City of Merrill

PERSONAL PROPERTY:

gas stove	refrigerator	couch
gas heater	washer	two occ. chairs
wood heater	miscellaneous beds	dinette set

The total agreed purchase price for said real and personal property is the sum of \$9,500.00, apportioned \$9,000.00 to real property and \$500.00 to personal property. Buyer has paid the sum of \$500.00 down direct to Seller. Buyer agrees to pay the balance due in the amount of \$9,000.00 plus interest at the rate of 8½% per annum, in monthly installments of not less than \$100.00 per month including said interest with the first of said installments to become due and payable on or before the 1st day of May, 1977, and subsequent payments to become due and payable on or before the 1st day of each month thereafter until the entire principal and interest has been paid in full. Buyer agrees to make an additional payment in the amount of \$500.00, without interest, on or before July 1, 1977. Additional payments may be made at any time without penalty. All payments shall be made to First National Bank of Oregon, Merrill Branch, the escrow holder herein.

It is agreed between the parties that the 1976-77 real property taxes assessed against the property shall be prorated as of date of possession.

SELLER FURTHER AGREES TO DO THE FOLLOWING:

1. Execute a warranty deed conveying said real property to Buyer, and execute a bill of sale conveying said personal property to Buyer, and to deposit the same in escrow with First National Bank of Oregon, Merrill Branch, with instructions to deliver the deed and bill of sale to Buyer upon payment in full of said principal and interest.

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ATTORNEY AT LAW
MERRILL, OREGON

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2. Give Buyer possession of said real and personal property upon execution and delivery of a Memorandum of Contract, receipt of said possession being hereby acknowledged.
5. Pay one-half the attorneys' fee and closing costs in connection with this sale.

BUYER FURTHER AGREES TO DO THE FOLLOWING:

1. Promptly pay all taxes and assessments accruing against said real property subsequent to date of possession; promptly pay before the same become delinquent all indebtedness incurred by their acts which may become a lien against said real property; and keep the buildings on said land continuously insured against loss by fire, with extended coverage, whichever is lesser, with loss payable to Seller and Buyer as their interests may appear, and to deliver to Seller evidence of such insurance.
2. Make all payments called for herein promptly, not later than ten days after due dates thereof, time being of the essence of this contract.
3. Not to commit any strip or waste to the property; to keep the property in as good condition and repair as the same now is in or may be placed in, usual wear and tear excepted.

All improvements placed on the premises shall remain thereon as part of the realty, and shall not be removed before final payment for the above described property is made. Should the property be damaged or destroyed by fire, or from any cause covered by insurance, the insurance money received on account of such loss shall be used for the immediate repair or replacement of the damaged or destroyed property, or at option of Buyer may be applied upon final payment to reduce or pay in full the then unpaid balance of this contract.

Should Buyer fail to keep the property clear of past due liens or other charges, or fail to deliver insurance policy to Seller, then Seller, with or without notice and without waiver of default, may pay such liens or charges, or any part thereof, or may secure and pay for such insurance, or any part thereof, and any payments so made by Seller shall be due and payable to Seller immediately, shall draw interest at the rate of 10% per annum until refunded, and shall be added to the unpaid balance of this contract.

Waiver by Seller of any default of Buyer hereunder shall not be a waiver of any other or subsequent default, if any. Default by Buyer 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 Seller.

In the event Seller or Buyer file suit or action to enforce any of the provisions hereunder, the prevailing party shall be entitled to recover his reasonable attorneys' fees in such suit or action, as determined by the Court.

This agreement shall extend to and bind the executors, administrators, heirs, assigns and successors of the respective parties hereto.

DONALD M. RATLIFF
ATTORNEY AT LAW
MERRILL, OREGON

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

Ruby L. Standridge
RUBY L. STANDRIDGE

Mitzy L. Cantrall
MITZY L. CANTRALL

STATE OF OREGON)
)ss.
County of Klamath)

On this 19th day of April, 1977, before me, Donald M. Ratliff, a Notary Public for Oregon, personally appeared the above named Ruby L. Standridge and acknowledged the foregoing instrument to be her voluntary act and deed.

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

STATE OF OREGON)
)ss.
County of Klamath)

On this 19th day of April, 1977, before me, Donald M. Ratliff, a Notary Public for Oregon, personally appeared the above named Mitzy L. Cantrall and acknowledged the foregoing instrument to be her voluntary act and deed.

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

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of PARKS & RATLIFF ATTYS

this 19th day of APRIL A. D. 1977 at 11:44 o'clock A. M., ss.

duly recorded in Vol. M 77 of DEEDS on Page 6602

FEE \$ 9.00

W. D. MILNE, County Clerk
W. D. Milne

DONALD M. RATLIFF
ATTORNEY AT LAW
MERRILL, OREGON