

28854

CONTRACT OF SALE

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THIS CONTRACT made and entered into this 27 day of April, 1977, by and between CHARLES H. MALLOW and EMILY R. MALLOW, husband and wife, hereinafter referred to as "Sellers," and CHARLES H. HAMILTON and VIOLET J. HAMILTON, hereinafter referred to as "Purchasers";

W I T N E S S E T H

The Sellers agree to sell to the Purchasers and the Purchasers agree to purchase from the Sellers the following described real property situated in the county of Klamath, state of Oregon, to-wit:

All of Lots 13 and 14 in Block 6 of LENOX, Klamath County, Oregon, 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 Nineteen Thousand Dollars (\$19,000), of which Five Thousand Dollars (\$5,000) has been paid as a down-payment on the execution hereof, the receipt of which is hereby acknowledged, and the Purchasers agree to pay the balance of said purchase price as follows: Fourteen Thousand Dollars (\$14,000) to be paid to the order of Sellers in monthly installments of not less than One Hundred Twenty-Five Dollars (\$125) each commencing on May 22, 1977, and a like payment being due on the 22nd day of each month thereafter and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of eight percent (8%) per annum from May 1, 1977, until paid, interest to be paid monthly and being included in the minimum monthly payments above required.

Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract. The Purchaser warrants to and covenants with the Seller that the real property described in this contract is primarily for Purchaser's personal, family, household or agricultural purposes.

The Purchasers shall be entitled to said lands May 1, 1977, and may retain such possession so long as they are not in default under the terms of this contract. The Purchasers' agree that at all times they will keep the buildings on said premises now or hereafter erected in good condition and repair and will not suffer or permit any waste or stip thereof; that they will keep said premises free for mechanic's and all other liens and save the Sellers therefrom and reimburse Sellers for all costs and attorney's fees incurred by them in defending against said liens; that they will pay all taxes hereinafter 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 Purchasers' expense they will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire with extended coverage in an amount not less than Fifteen Thousand Dollars (\$15,000) in a company

satisfactory to the Sellers with loss payable to the Sellers and then to the Purchasers as the respective interest may appear and all policies of insurance to be delivered to the Sellers as soon as insured. Now if the Purchasers shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the Sellers may do so and any payments so made shall be added to the debt secured by this contract and shall bear interest at the rate of aforesaid, without waiver, however, of any right arising to the Sellers for Purchasers breach of contract.

The Sellers agree that within thirty (30) days from the date hereon they will furnish a title insurance policy. The Sellers agree, upon execution of this contract, to place in escrow at First Federal Savings and Loan Association of Klamath Falls, Oregon, a warranty deed to the property, free of encumbrances except easements, restrictions, rights-of-way of record and those apparent on the land.

This instrument as well as any interest therein or the property described therein shall not be assigned without first obtaining the written consent of the Sellers.

Time is of the essence hereof, and in the event Purchasers shall fail to pay any amount herein provided within thirty days (30) of the due date thereof, or shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the Sellers may elect to declare all of the Purchasers' rights hereunder terminated. Upon termination of the Purchasers' rights, all payments made hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter and take possession of the property; and if the Sellers after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchasers' rights hereunder, the Purchasers agree to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fee.

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

Sellers and Purchasers agree to divide equally the attorney's fees incurred in preparation of these documents and the closing costs incurred herein.

Until a change is requested, all tax statements shall be sent to Mr. and Mrs. Charles R. Hamilton and Violet J. Hamilton
Ashland Star Route
Keno, Oregon 97627

After recording, return to : Crane & Bailey
Attorneys at Law
325 Main Street
Klamath Falls, Oregon 97601

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

Charles H. Mallow
Charles H. Mallow

Emily R. Mallow
Emily R. Mallow

SELLERS

Charles H. Hamilton
Charles H. Hamilton

Violet J. Hamilton
Violet J. Hamilton

PURCHASERS

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named Charles H. Mallow and
Emily R. Mallow, husband and wife, and acknowledged the foregoing
contract their voluntary act and deed this 27 day of April, 1977.

Patricia A. Wilson
Notary Public for Oregon
My Commission expires: 9-16-80

STATE OF OREGON)
County of Klamath) ss.

Personally appeared the above named Charles H. Hamilton
and Violet J. Hamilton, husband and wife, and acknowledged the
foregoing contract their voluntary act and deed this 27 day of
April, 1977.

Patricia A. Wilson
Notary Public for Oregon
My Commission expires: 9-16-80

*Ref: Crane & Bailey
325 Main
Klamath Falls
Ore*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of CRANE & BAILEY

this 29th day of APRIL A. D. 1977 at 2:46 o'clock P. M.

duly recorded in Vol. M77, of DEEDS on Page 7326

FEE \$ 9.00

Wm D. MILNE, County Clerk

By Wm D. Milne