

1177

CONTRACT OF SALE

11775

THIS AGREEMENT, made and entered into this 13th day of Aug, 1977 by and between DENIS G. BABSON and ROSE M. BABSON, husband and wife, as Sellers, and JOSEPH L. TOWERY and LYDIA TOWERY, husband and wife, as Purchasers,

WITNESSETH:

That in and for the consideration of the covenants and agreements on the part of the Purchasers herein contained the Sellers agree to sell, convey and transfer to Purchasers and Purchasers agree to purchase from Sellers that certain real property situate in the County of Klamath State of Oregon, to-wit:

That portion of the SW1/4 of SE1/4 of Section 6, Township 40 South, Range 14 East of the Willamette Meridian, lying Easterly of the East Langell Valley Road,

EXCEPTING THEREFROM the following:

Beginning at the intersection of the Southern boundary of said SW1/4 of SE1/4 of Section 6 and the centerline of the East Langell Valley Road, and proceeding Northwesterly along said centerline a distance of two hundred (200) feet; thence in a Northeasterly direction perpendicular to said centerline a distance of three hundred and fifty (350) feet; thence Southeasterly parallel to said centerline a distance of approximately three hundred and twenty-four (324) feet to the Southern boundary of said SW1/4 of SE1/4 of Section 6; thence due West along said Southern boundary approximately three hundred seventy-four (374) feet to the point of beginning.

That in consideration of this sale by Sellers to Purchasers the

CONTRACT OF SALE
Page 1

Purchasers agree to and with the Sellers as follows:

1. Payments. The full purchase price which purchasers agree to pay for the foregoing described property is the sum of Three Thousand and Five Hundred and no/100ths dollars (\$3,500.00) and shall be paid by Purchasers to Sellers as follows:

Not less than \$100.00 per year including interest on the deferred balances at the rate of Eight Per Cent (8%) per annum. Interest shall begin and accrue as of July 1, 1975. The first yearly payment shall be made on or before July 1, 1975 and like payment shall be made on or before the first day of July each and every year thereafter until the full purchase price, both principal and interest is paid in full.

All payments required herein shall be made to the United State National Bank, Klamath Falls Downtown Branch of Klamath Falls, Oregon, or such other escrow as the parties agree. Payments shall be applied first to accrued interest and then to principal. Purchasers shall have the right to pay additional payments on this Contract at any time, and in addition to the foregoing payments may pay any or all sums due and owing on this Contract, together with accrued interest at the time of pay-off, at any time without notice and without penalty.

2. Deed and Title Insurance: Upon execution of this Agreement, the parties shall place in escrow the original of this Contract.

2/9/75
~~Sellers shall within 15 days from the date of this Contract deliver to Purchasers a Purchasers' Title Insurance Policy, insuring in the amount of marketable title in and to said property, payable to the parties hereto according to their respective interests.~~

part required and contained herein, then the Sellers, at their option, shall have the right to declare the whole unpaid principal balance of the said purchase price, together with accrued interest thereon at once due, payable and collectable, to declare this contract null and void, and/or to foreclose this contract by suit in equity; and in any such case, all rights and interests created or then existing in favor of Purchasers herein shall utterly cease and determine, right of possession and all other rights of Purchasers hereunder shall revert to and revest in said Sellers without any act of re-entry or any other act on the part of the Sellers and without any right of Purchasers to return, reclamation or compensation for monies paid on account of said purchase price as absolutely, fully and perfectly as if this Contract and such payments had never been made; and in such case, all payments heretofore made on this Contract are to be retained by and belong to Sellers as the agreed and reasonable rent of the premises to time of such default. And the Sellers, in case of default, by Purchasers, shall have the right to immediate possession and the right at any time to enter upon the said real property, as aforesaid, without any process of law and take immediate possession thereof, together with all the property subject of this Contract.

None of the enumerated rights herein shall be construed to the prejudice of any other remedies afforded to Sellers by law and equity upon default by Purchasers; and it is mutually agreed that failure by Sellers, at any time to require performance of Purchasers of any of the provisions hereof shall in no way effect their rights hereunder to enforce the same, nor shall any waiver

of any breach of any provision hereof be held to be a waiver of any succeeding breach of any such provisions, or as a waiver of this provisions itself.

Before Sellers may enforce any rights provided them hereunder, they must first give one of the Purchasers notice at Purchasers' last address as it appears on the records of the escrow agent, informing Purchasers of the terms of this agreement that Purchasers have failed to perform and allow Purchasers thirty days (30) in which to correct any default of which Sellers complain, however, notwithstanding anything to the contrary contained herein, if Purchasers have failed to make any payments of monies as required of them herein and said failure shall continue for more than thirty days (30) after payment becomes due then Purchasers shall be deemed in default and Sellers shall not be obligated to give any notice to either Purchasers of any declaration of such default and may proceed to invoke any rights or remedy at law and equity, as provided herein, without any notice whatsoever to either Purchaser.

All structure, erections, dwellings and other improvements placed on the property, if any, by Purchasers shall become a part of the property subject to the terms of this Contract.

If the Sellers are made a party to any lawsuit in any Court by reason of any encumbrance, lien, charge or liability created by or suffered by Purchasers, then Purchasers shall

be deemed in default hereunder and shall be liable to Sellers

CONTRACT OF SALE

Page 7

for all damages, costs, sums and reasonable attorney fees incurred by Sellers in participating in any such lawsuit, whether adjusting settling or defending the same.

5. Sellers' Clause: Sellers shall remain the owners of the property herein until the total purchase price, both principal and interest, is paid in full in accordance with the terms of this Contract.

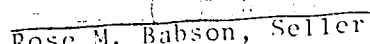
The parties acknowledge that Sellers own the foregoing described property.

6. Integration: This agreement constitutes the entire agreement of the parties, supersedes all other agreements of the parties, and no other agreement between the parties shall be binding upon any party hereto unless the same be hereafter reduced to writing and signed by all parties.

This agreement shall inure to and be binding upon the heirs, personal representatives, administrators, successors and assigns of the respective parties hereto.

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


Denis G. Babson, Seller


Rose M. Babson, Seller

Joseph V. Towery
Joseph V. Towery, Purchaser,

Lydia Towery
Lydia Towery, Purchaser,

STATE OF OREGON)
) ss.
County of Klamath)

On the 27 day of June, 1977, before me the undersigned personally appeared, JOSEPH V. TOWERY and LYDIA TOWERY, known to me to be the persons whose names are subscribed to the within instrument and acknowledged that they executed the same for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Quentin R. Steele
Notary Public for Oregon
My commission expires: 9-1-79

STATE OF CALIFORNIA)
) ss.
County of San Mateo)

On the 34 day of June, 1975, before me the undersigned personally appeared, DENIS G. BABSON and ROSE M. BABSON, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purpose therein contained.

In witness whereof, I have hereunto set my hand and official seal.

Quentin R. Steele
Notary Public for California
My commission expires: 5-1-79

CONTRACT OF SALE
Page 9

STATE OF OREGON: COUNTY OF KLAMATH, ISSUED

Filed for record at _____ COURT CLERK _____
this 1st day of _____ A.D. 1977
 duly recorded in Vol. 111 at _____

RECORDED

W.D.M. _____

Quentin R. Steele

Quentin R. Steele
133 N. 1st
187