

MT 4191

Vol. 77 Page 18912

36828

CONTRACT OF SALE

THIS CONTRACT made and entered into this 1st day of October, 1977, by and between THELMA D. HUNE, hereinafter referred to as "Seller," and PAUL MONTGOMERY, hereinafter referred to as "Purchaser";

WITNESSETH:

The Seller agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Seller the following-described real property situated in the County of Klamath, State of Oregon, to-wit:

A portion of Lot 8 in Block 50 of NICHOLS ADDITION to the City of Klamath Falls, Oregon, more particularly described as follows:

Beginning at a point on the Easterly line of Lot 8 of Block 50 of NICHOLS ADDITION to the City of Klamath Falls, Oregon, 10 feet Northwesterly from the most Easterly corner of said Lot 8; thence Northwesterly on the Easterly line of said Lot 8, 30 feet; thence at right angles to Eleventh Street 45 feet Southwesterly; thence Southeast-erly and parallel to Eleventh Street 30 feet; thence Northeasterly and at right angles to Eleventh Street 45 feet to the place of beginning.

upon the following terms and conditions:

The purchase price is Twelve Thousand Dollars (\$12,000.00), of which One Thousand Dollars (\$1,000.00) has been paid as a downpayment on the execution hereof, the receipt of which is hereby acknowledged, and the Purchaser agrees to pay the balance of said purchase price as follows: Eleven Thousand Dollars (\$11,000.00) to be paid to the order of Seller in monthly in-
stallments of not less than One Hundred Twenty Dollars (\$120.00) each, commencing on November 1, 1977, and a like payment due on the first 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 nine percent (9%) per annum from October 1, 1977, until paid, interest to be paid monthly and being included in the minimum monthly payments above required.

The Purchaser is in possession of said premises. All real property taxes shall be pro-rated as of October 1, 1977, and all future property taxes shall be paid by the Purchaser.

The Seller upon the execution of this document shall secure a title insurance policy insuring marketable title in and to said premises in herself with Purchaser's interest appearing thereon.

The property has been carefully inspected by the Purchaser and no agreements or representation pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The Purchaser agrees to pay before delinquent all assess-ments which shall hereafter be assessed against the property and

any which, as between Seller and Purchaser hereafter become a lien upon the premises; not to permit waste; and not to use the premises for any illegal purpose. If the Purchaser shall fail to pay before delinquent any such assessments, the Seller may pay them and the amounts so paid shall be deemed part of the purchase price and payable forthwith with interest at the rate of nine percent (9%) per annum until paid, without prejudice to any other rights of the Seller by reason of such failure.

The Purchaser assumes all risk of taking of the property for a public use and agrees that any such taking shall not constitute a failure of consideration, but all monies received by Seller by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the Seller may be required to expend in procuring such monies.

The Seller agrees, upon execution of this Contract, to place in escrow at Klamath First Federal Savings and Loan Association of Klamath Falls, Oregon, a Warranty Deed conveying a fee simple title to said property free of encumbrances as of this date, except easements, restrictions, rights-of-way of record, and those apparent on the land, together with a copy of this Contract.

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 Seller.

Time is of the essence hereof, and in the event Purchaser shall fail to pay any amount herein provided within thirty (30) days 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 Seller 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 Contract by suit in equity, all of the right and interest hereby created or then existing in favor of Purchaser derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Seller without any declaration of forfeiture or act of re-entry, and without any other act by Seller to be performed and without any right of Purchaser 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 Purchaser while in default permit the premises to become vacant, Seller may take possession of same for the purpose of protecting and preserving the property and her security interest therein, and in the event possession is so taken by Seller she shall not be deemed to have waived her right to exercise any of the foregoing rights.

In case suit or action is instituted to foreclose or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs, which shall include the reasonable cost of title report and title search, and such sum as the trial court and/or

appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and/or appeal, if an appeal is taken.

At Purchaser's expense he 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 Eleven Thousand Dollars (\$11,000.00) in a company or companies satisfactory to the Seller, with loss payable first to the Seller and then to the Purchaser, as their respective interests may appear, and a copy of said policy of insurance shall be delivered as soon as issued to the Seller.

Purchaser further agrees that failure by Seller at any time to require performance by Purchaser of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by Seller 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.

This Contract has been prepared by Crane & Bailey, Attorneys at Law, 540 Main Street, Klamath Falls, Oregon 97601, as attorneys for the Seller. Purchaser acknowledges that he has been advised of his right to seek separate counsel to advise him in this transaction.

Until a change is requested, all tax statements shall be sent to:

Mr. Paul Montgomery
303 South Eighth
Klamath Falls, Oregon 97601

After recording, return to:

CRANE & BAILEY
Attorneys at Law
325 540 Main Street
Klamath Falls, Oregon 97601

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.

Thelma Hume
Thelma Hume SELLER

Paul Montgomery
Paul Montgomery PURCHASER

+++++

STATE OF OREGON)
) ss.
County of Klamath)

18942

Personally appeared the above-named Thelma Hume and acknowledged the foregoing Contract her voluntary act and deed this 30 day of September, 1977.

Donald R. Crane

Notary Public for Oregon
My Commission expires: 6-18-78

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above-named Paul Montgomery and acknowledged the foregoing Contract his voluntary act and deed this 30 day of September, 1977.

Donald R. Crane

Notary Public for Oregon
My Commission expires: 6-18-78

+++++

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of

this 5th day of October A. D. 1977 at 9:55 clock A. M., and
duty recorded in Vol. M77 of Deeds on Page 18939

Wm D. MILNE, County Clerk

By *Hazel Duane*

Fee \$12.00