

CONTRACT FOR SALE OF REAL PROPERTY

9-28-77  
REM  
REX  
THIS AGREEMENT, Made in triplicate this 28<sup>th</sup> day  
of September, 1977, by and between TERRY C. MORRIS and JOAN E. MORRIS,  
husband and wife, hereinafter referred to as SELLER, and RONALD  
RAY JONES and SANDRA KAY JONES, husband and wife, 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 property situated in Klamath County, Oreogn:

The N $\frac{1}{2}$  of SW $\frac{1}{4}$  of NE $\frac{1}{4}$  of Section 29, Township 39  
South, Range 9 East of the Willamette Meridian,  
Klamath County, Oregon.

TOGETHER WITH an easement over the West 30 feet of  
the East 90 feet over the S $\frac{1}{2}$  of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  and the  
NW $\frac{1}{4}$  of the SE $\frac{1}{4}$  running from the North right of way  
line of Del Fatti Road to the South line of the  
hereinabove described property (for ingress and egress  
purposes)

AND TOGETHER WITH an easement, 10 feet in width and  
parallel to the West line of the SW $\frac{1}{4}$  of NE $\frac{1}{4}$ , said  
easement to run from the K.I.D. -C-4R Lateral to the  
South line of the N $\frac{1}{2}$  of SW $\frac{1}{4}$ NE $\frac{1}{4}$ , Section 29, Township  
39 South, Range 9 East of the Willamette Meridian,  
Klamath County, Oregon. (For irrigation purposes)

The purchase price for said property, which BUYER  
agrees to pay, shall be the sum of \$34,000.00, payable as follows:

1. The sum of \$340.00 which has previously been paid.
2. The sum of \$8,860.00 which is paid upon execution  
hereof.
3. The remaining balance of \$25,000.00 shall be paid  
in monthly installments of not less than \$253.57 each, including  
interest at the rate of 9 per cent per annum on the unpaid balances,  
the first of such installments to be paid on the 1st day of  
19 , and subsequent installments to be paid on or before the  
first day of each and every month thereafter until the entire



purchase price, including both principal and interest, is paid in full.

BUYER shall become entitled to possession of the premises as of the 1st day of October, 1977.

BUYER shall not commit or suffer any waste to the property, or any improvements thereon, and shall maintain the property, and all improvements thereon, in good condition and repair.

SELLER shall furnish at their expense a Purchaser's title insurance policy in the amount of \$34,000.00 within thirty (30) days from the date hereof insuring BUYER against loss or damage sustained by her by reason of the unmarketability of SELLER's title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions, and restrictions of record and encumbrances herein specified, if any.

SELLER covenants that he is the owner of the above described property free of all encumbrances.

As soon as practicable following the execution of this agreement SELLER shall deliver in escrow to Western Bank, Branch, Klamath Falls, Oregon, the following:

1. A warranty deed to the property, free and clear of all encumbrances, except as expressly specified herein, said deed to be executed by SELLER with BUYER as the grantee.
2. An executed copy of this agreement.
3. The title policy referred to above.

Upon payment of the entire purchase price for the property, as provided herein, and performance by BUYER of all other terms, conditions and provisions hereof, SELLER shall forthwith deliver to BUYER a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as above provided and those placed upon this property or suffered by BUYER subsequent to the date of this agreement.



In the event that BUYER shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, SELLER shall, at their option, subject to the requirements of notice as herein provided, have the following rights:

1. To foreclose this contract by strict foreclosure in equity.
2. To declare the full unpaid balance of the purchase price immediately due and payable.
3. To specifically enforce the terms of this agreement by suit in equity.

BUYER shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as herein provided, until notice of said default has been given by SELLER to BUYER and BUYER shall have failed to remedy said default within thirty (30) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to BUYER at \_\_\_\_\_.

In case litigation is instituted arising directly or indirectly out of this contract, the losing party shall pay to the prevailing party his reasonable attorney fee.

BUYER certifies that this contract of purchase is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof: that no attempt has been made to influence their judgment; that no representations as to the condition or repair of said premises have been made by SELLER or by any agent of SELLER; that no agreement or promise to alter, repair or improve said premises has been made by SELLER or by any agent of SELLER; and that BUYER takes said property and the improvements thereon in the condition existing at the time of this agreement.

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It is fully understood by BUYERS that all expenses incurred and provided to the septic and water systems to the real property involved and in improving accessibility to said real property shall be borne entirely by them and SELLER shall have no liability for any sums spent by BUYERS in making these improvements.

Failure by SELLER at any time to require performance by BUYER of any of the provisions hereof shall in no way affect SELLER's rights hereunder to enforce the same, nor shall any waiver by SELLER of any breach, or waiver of this non-waiver clause.

It is understood by all parties to this transaction that the firm of PARKS & RATLIFF, Attorneys at Law, have been retained by, and are representing, SELLER in this transaction, and that the parties do agree to split the attorney fees. It is further agreed that the costs of escrow shall be shared equally by SELLER and BUYER.

BUYER further agrees to promptly pay all taxes and assessments accruing against said property subsequent to date of possession, and to promptly pay before the same become delinquent all indebtedness incurred by their acts which may become a lien against said real property.

The covenants, conditions and terms of this contract shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors, and assigns of the parties hereto.

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

SELLERS:

Terry C. Morris  
Terry C. Morris

Joan E. Morris  
Joan E. Morris

BUYERS:

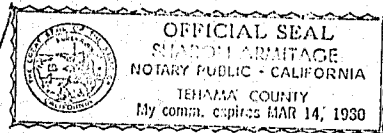
Ronald Ray Jones  
Ronald Ray Jones

Sandra Ray Jones  
Sandra Ray Jones



19822

STATE OF CALIFORNIA  
COUNTY OF TEHAMA } ss.



On this 28th day of September, in the year one thousand nine hundred and 77, before me, Sharon Armitage, a Notary Public, State of California, duly commissioned and sworn, personally appeared Terry C. & Joan E. Morris, Husband & Wife

known to me to be the persons whose names subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Tehama the day and year in this certificate first above written.

*Sharon Armitage*  
Notary Public, State of California

My commission expires March 14, 1980

Printed 12/72

Cowdery's Form No. 32-Acknowledgement-General (C. C. Sec. 1190a)

STATE OF OREGON }  
County of Klamath } ss.

Personally appeared before me on the 17 day of October, 1977, the above named RONALD RAY JONES and SANDRA KAY JONES, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

*Martha L. Lusk*  
Notary Public for Oregon  
My Commission Expires: 7-21-81



19823

## ADDENDUM TO CONTRACT

THIS ADDENDUM, Made and entered into this 28<sup>th</sup> day of September, 1977, as an addition to the Contract for Sale of Real Property, dated the 28<sup>th</sup> day of September, 1977, by and between TERRY C. MORRIS and JOAN E. MORRIS, husband and wife, as SELLER, and RONALD RAY JONES and SANDRA KAY JONES, husband and wife, as BUYER. The following shall be in addition to, and incorporated into, the above contract:

"It is understood between the parties to this transaction that the property subject of the above described contract is presently subject to a contract by and between Edgar J. and Evangeline F. Blodgett, husband and wife, as Sellers, and above SELLER as Purchasers, and is also subject to a mortgage given by Mr. and Mrs. Blodgett to the Federal Land Bank of Spokane.

BUYER expressly does not assume these obligations, and the SELLER expressly agrees to hold the BUYER forever harmless therefrom, and to indemnify BUYER from any damage BUYER may suffer from them."

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

SELLER:

Terry C. Morris  
Terry C. Morris

Joan E. Morris  
Joan E. Morris

BUYER:

Ronald Ray Jones  
Ronald Ray Jones

Sandra Kay Jones  
Sandra Kay Jones

STATE OF CALIFORNIA  
COUNTY OF TEHAMA } ss.

On this 28<sup>th</sup> day of September in the year one thousand nine hundred and 77 before me, Sharon Armitage, a Notary Public, State of California, duly commissioned and sworn, personally appeared Terry C. & Joan E. Morris, Husband & Wife

known to me to be the person<sup>s</sup> whose name<sup>s</sup> subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the TEHAMA County of TEHAMA the day and year in this certificate first above written.

Sharon Armitage  
Notary Public, State of California

My commission expires March 14, 1980



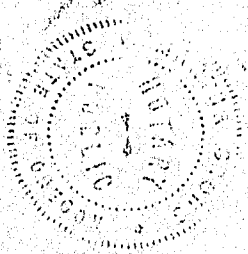


STATE OF OREGON     )  
                              ) ss.  
County of Klamath    )

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Personally appeared before me on the 17<sup>th</sup> day of October, 1977, the above named, RONALD RAY JONES and SANDRA KAY JONES, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Maitha Lusk  
Notary Public for Oregon  
My Commission Expires: 7-21-81



STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record ~~on request~~ of \_\_\_\_\_  
this 17th day of October A. D. 19 77 at 12:31 o'clock P.M., and  
fully recorded in Vol. M77 of Deeds on Page 19818

Wm D. MILNE, County Clerk  
By Bernetha D. Letcher

Fee \$21.00

Ret. TA