

39617

MTL 4631-m

Vol. 77 Page 23022

CONTRACT OF SALE

THIS CONTRACT made and entered into this 23rd day of November, 1977, by and between G. O. ERLANDSON, hereinafter referred to as "Seller", and ROBERT E. BIBB, JR. and JENNIFER A. BIBB, husband and wife, hereinafter referred to as "Purchasers";

WITNESSETH:

The Seller agrees to sell to the Purchasers and the Purchasers agree to purchase from the Seller the following described real property situated in the county of Klamath, state of Oregon, described as follows:

Lot 1 in Block 2, TRACT NO. 1067, THE HIGHLANDS, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: Reservations, restrictions, rights-of-way of record and those apparent on the land, including, but not limited to, right of way for pole and wire lines given by the State Land Board to Pacific Telephone and Telegraph recorded August 1, 1942, in Volume 149, page 40, Deed Records of Klamath County, Oregon.

FURTHER SUBJECT TO: Reservations and restrictions contained in deed recorded August 27, 1948, in Volume 224, page 259 as follows: "Reserving to the State of Oregon all the coal, oil, gas and other minerals in said above described lands, together with the right to prospect for, mine and remove the same."

FURTHER SUBJECT TO: A 25 foot building setback from streets as shown on dedicated plat.

FURTHER SUBJECT TO: Restrictions as shown on plat dedication, to wit: "Said plat being subject to: Building setbacks, drainage easements and street plugs as shown on the annexed plat; and additional restrictions as provided in recorded protective covenants."

FURTHER SUBJECT TO: Covenants, conditions and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof. Recorded July 3, 1973; Volume M73, page 8466, Microfilm Records of Klamath County, Oregon,

on the following terms and conditions:

The purchase price is Twelve Thousand Five Hundred Dollars (\$12,500.00), of which One Thousand Eight Hundred Dollars (\$1800.00) has been paid as a down payment on the execution thereof, the receipt of which is hereby acknowledged, and the Purchasers agree to pay the balance of said purchase price as follows: Ten Thousand Seven Hundred (\$10,700) to be paid to the order of Seller in monthly installments of not less than One Hundred Thirty-Five Dollars (\$135.00) per month commencing the 20th day of December, 1977, and a like payment being due on the 20th day of each month thereafter and continuing until said purchase price is fully paid. All of said purchase may be paid at any time; all deferred balances

of said purchase price shall bear interest at the rate of eight and one-half percent (8½%) per annum from November 28, 1977, until paid, interest to be paid monthly and being included in the minimum monthly payments above required.

The Purchasers shall be entitled to possession of said premises on the closing of this contract. The real property taxes shall be prorated as of said date and real property taxes assessed on said premises thereafter shall be paid by Purchasers as they become due and Purchasers shall provide Seller with written evidence that said taxes have been paid.

The Purchasers agree to pay one-half of the initial escrow fee and one-half of the costs of preparation of legal documents pertaining to this transaction.

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

The Purchasers agree to pay before delinquent all assessments which shall hereafter be assessed against the property and any which, as between Seller and Purchasers hereafter become a lien upon the premises; not to permit waste; and not to use the premises for any illegal purpose. If the Purchasers 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 be payable forthwith with interest at the rate of 8½% per annum until paid, without prejudice to any other rights of the Seller by reason of such failure.

The Purchasers assume all risk of taking of the property for a public use and agree that any such taking shall not constitute a failure of consideration, but all monies received by the 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 & Loan Association, Klamath Falls, Oregon, a warranty deed to the property, free of encumbrances except reservations, restrictions, rights of way of record and those apparent on the land.

Time is of the essence hereof, and in the event Purchasers 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 may elect to declare all of the Purchasers' rights hereunder terminated. Upon the termination of the Purchasers' rights, all payments made hereunder and all improvements placed upon the premises shall be forfeited to the Seller as liquidated damages, and the Seller 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, Attorney's at Law, 540 Main Street, Klamath Falls, Oregon 97601, as attorneys for the Seller. Purchasers acknowledge that they have been advised of their right to seek separate counsel to advise them in this transaction.

Until a change is requested, all tax statements shall be sent to: Mr. and Mrs. Robert E. Bibb, Jr., 788 Westbrook Drive, Klamath Falls, Oregon 97601.

After recording return to: Barnhisel & Ganong, 323 Main Street, Klamath Falls, Oregon 97601.

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

G. O. Erlandson
G. O. Erlandson, Seller

Robert E. Bibb, Jr.
Robert E. Bibb, Jr., Purchaser

Jennifer A. Bibb
Jennifer A. Bibb, Purchaser

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above named G. O. Erlandson and acknowledged the foregoing contract his voluntary act and deed this 23rd day of November, 1977.

Becky Lynn
Notary Public for Oregon
My commission expires: 6/16/81

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above named Robert E. Bibb, Jr. and Jennifer A. Bibb, husband and wife, and acknowledged the foregoing contract their voluntary act and deed this 28th day of November, 1977.

Becky Lynn
Notary Public for Oregon
My commission expires: 6/16/81

Return to: MTC

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO

this 28th day of NOVEMBER A. D. 19 77 at 3:24 o'clock P.M., and

duly recorded in Vol. M77, of DEEDS on Page 23022

FEE \$ 9.00

W. D. MILNE, County Clerk

By Harold Dwyer