

71A 38-13175-M

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Vol. 77 Page 23030

REAL PROPERTY SALE AGREEMENT

THIS AGREEMENT, Made and entered into this 24<sup>th</sup> day of November, 1977, by and between LYNN EDWARDS and NANCY EDWARDS, Husband and Wife, hereinafter referred to as SELLERS, and MARTIN L. GUBLER and ~~NORMA~~ J. GUBLER, Husband and Wife, hereinafter referred to as BUYERS: *N.G. M.S. N.C.*

WITNESSETH:

That for and in the consideration of the sums of money to be paid at the times and in the amounts hereinafter specified, and for and in consideration of each and all of the terms and conditions herein contained, SELLERS do hereby agree to sell to BUYERS, and BUYERS do hereby agree to purchase from SELLERS, the following described real property situated in the County of Klamath, State of Oregon, to-wit:

The S<sup>1</sup>/<sub>2</sub>S<sup>1</sup>/<sub>2</sub>NE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub>N<sup>1</sup>/<sub>2</sub>SE<sup>1</sup>/<sub>4</sub> Section 19, Township 38 South, Range 11 East of the Willamette Meridian, Klamath County, Oregon.

PURCHASE PRICE: The purchase price to be paid to the SELLERS for said premises shall be the sum of \$55,000.00 of which the sum of \$1,000.00 has been paid as earnest money and which the sum of \$19,000.00 is paid upon the execution hereof, receipt of which is hereby acknowledged. The balance of said purchase price in the amount of \$35,000.00 shall be paid in monthly installments of \$270.15 including interest at the rate of eight (8%) percent per annum. The first such installment shall be due on the ~~10<sup>th</sup>~~ 23<sup>RD</sup> *DECEMBER* day of ~~November~~, 1977, and a like installment shall be paid on the 10th day of each month thereafter until both principal and interest are paid in full. *N.G. M.S. N.C.*

TAXES AND LIENS: All taxes falling due hereafter shall be paid by BUYERS seasonably and before delinquency. BUYERS shall

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keep said premises in good condition and repair and will not suffer or permit any waste or strip thereof, that they will keep said premises free from mechanic's liens and all other liens and save the SELLERS harmless therefrom and reimburse SELLERS for all costs and attorney's fees incurred by them in defending against any such 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 of any part thereof becomes past due. If the BUYERS shall fail to pay any such liens, costs and water rents, taxes or charges, SELLERS may do so and any payment so made shall be added to and become a part of the debt secured by this Agreement and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the SELLERS for BUYERS' breach of contract.

Upon final payment by BUYERS herein, the escrow agent shall be instructed to deliver to them a good and sufficient Warranty Deed to the premises, conveying all of their right, title and interest in and to said premises, free and clear as of the date of said deed of all encumbrances whatsoever, and deliver the same together with policy of title insurance, insuring BUYERS against loss or damage sustained by reason of the unmarketability of the SELLERS' title excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions and restrictions of record.

INSURANCE. BUYERS agree to keep the buildings on the said premises insured against loss by fire or other casualties in an amount not less than \$20,000.00. The loss payable to the parties hereto as their interest appear at the time of the loss.

In case of loss involving the Mobile Home by fire or casualty covered by the terms of the policy, all monies received from the loss shall be placed in escrow set out for benefit of the

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BUYERS to build a new residence upon the property. The residence so constructed from the proceeds of the escrow shall be of the value at least equal to that of the Mobile Home at the time of its loss.

All uninsured losses shall be borne by BUYERS on or after the date BUYERS become entitled to possession.

REPAIRS AND MAINTENANCE: BUYERS shall at all times during the life of this Agreement maintain the premises and the grounds immediately surrounding in as good a condition as the same are presently in, normal wear and tear excepted.

To insure the faithful performance of this condition of the Agreement, the BUYERS grant to the SELLERS the right at reasonable times upon reasonable notice to enter in and about the premises and the surrounding property to inspect the property to insure that it is being properly maintained.

ESCROW: SELLERS shall deliver into escrow all documents pertaining to this transaction. Said escrow shall be held at Western Bank, South Sixth Street Branch, Klamath Falls, Oregon.

BUYERS shall have the privilege of increasing any monthly payment, or pre-paying the whole consideration at any time without penalty.

Time shall be of the essence of this Agreement and if the BUYERS shall fail, refuse, or neglect for a period of sixty (60) days to pay either or any of said installments or any of said interest promptly as the same shall become due, or shall fail to keep and perform any of the agreements or payments contained herein, then all of the rights of the BUYERS in and to said property and under this Agreement shall at the SELLERS' option immediately and utterly cease and determine, and the property herein described shall revert to and revest in and to the SELLERS without any declaration of forfeiture or act of re-entry, or without any other act by the SELLERS to be done or performed and without any right of the BUYERS

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of reclamation or compensation for money paid or for improvements made on said premises as fully, perfectly and absolutely as if the Agreement had never been made, and all money heretofore paid to SELLERS under this Agreement shall thereupon be forfeited without process of law and shall be retained by and belong to the SELLERS as the accrued and reasonable rent of said premises for and from this date to time of such forfeiture and liquidated damages to the SELLERS for the BUYERS failure to complete this Agreement.

BUYERS RIGHT TO REMOVE MOBILE HOME AND CONSTRUCT IMPROVEMENT UPON PREMISES: During the term of this Agreement the BUYERS shall have the right upon notice to the SELLERS to construct a permanent home upon the premises subject to the following terms and conditions:

The BUYERS shall present the SELLERS with a copy of the plans and permits for said construction and the SELLERS shall approve the plans and specifications, which approval shall not be unreasonably withheld. The BUYERS plans shall insure that construction will be completed within a period of one (1) year, excepting such time as may be required additionally due to adverse weather, acts of God, or other unusual circumstances.

Should the BUYERS elect to construct a premises subject to the provisions of this section, construction will start within ten (10) days after the removal of the Mobile Home, weather permitting. SELLERS will release the title to the Mobile Home to the BUYERS. SELLERS shall grant <sup>SUBORDINATION</sup> ~~the release~~ of twenty (20) acres to be selected by the BUYERS <sup>AS TO ATTACHED MAP, ANY ONE OF THREE PARCELS</sup> upon which to construct the premises. The portion so selected must include the present homesite. MCH  
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It shall be the BUYERS sole obligation and responsibility to bear the expenses of the costs of the survey to segregate the acres desired by the BUYERS to be released, and the preparation of the necessary documents to execute the release.



ATTORNEY FEE IN EVENT OF LITIGATION: Should any suit or action be brought to enforce any of the terms of this Agreement, the prevailing party in such suit or action shall be entitled to a reasonable sum as attorney fees, in addition to costs and disbursements as provided by law, and if any appeal is taken from the decision of the trial court, such further sums as may be fixed by the appellate court as reasonable attorney fees in the appellate court, in addition to costs and disbursements as provided by law.

WAIVER NOT TO BE CONSTRUED AS CONTINUING: BUYERS further agree that failure by the SELLERS at any time to require performance by the BUYERS of any provisions hereof shall in no way effect SELLERS right hereunder to enforce the same, nor shall any waiver by said SELLERS of any breach or any provision hereof be held to be a waiver of any succeeding breach of any such provision, or as a waiver of the provisions itself, unless such waiver shall be endorsed in writing on this Agreement by SELLERS.

EXISTING ENCUMBRANCE: SELLERS warrant and represent to BUYERS that they are lawfully seized in fee simple of the above premises, free from any and all encumbrances, except as follows: underlying Contract of Sale, by and between BENJAMIN D. MORRISON and MARTHA D. MORRISON, as Sellers, and LYNN EDWARDS and NANCY EDWARDS, as Buyers, dated July 28, 1969; and an encumbrance to a financial institution for the within mentioned mobile home. SELLERS warrant and represent that they will make all payments on the above-mentioned encumbrances as the same fall due. In the event of their failure to do so, BUYERS shall have the right to make such payments and take credit on this contract at the BUYERS option or in the alternative, BUYERS may give written notice to the SELLERS of such deficiencies within thirty (30) days after receipt of such written notice, BUYERS shall have the right to rescind this contract and recover the money paid thereon.

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WELL AGREEMENT AFFECTING PROPERTY: The BUYERS are aware that there is a Well Agreement executed between the SELLERS and VINCE PEDRO and NANCY PEDRO. Under the terms of that agreement the possessor of the property which is the subject matter of this Agreement has the right, generally, to use the well and is required to bear portions of the expense and upkeep and operation of the well, and there are certain limitations upon the use of the well, and BUYERS have apprised themselves of all of these rights, restrictions, and limitations, and is entering into this contract with full knowledge and understanding of the Well Agreement.

REPRESENTATIONS: The SELLERS have heretofore guaranteed the septic tank to be in excellent working condition at the time of closing. It shall be the responsibility of the BUYERS to within ten (10) days after closing to inspect the septic tank system and to notify the SELLERS if the system is not in excellent working condition, and unless so notified it shall be deemed that the system is in excellent working condition.

The SELLERS further agree to show the BUYERS the method in which to operate the irrigation system and to leave sufficient pipe and sprinklers upon the land to irrigate the grass land, which equipment is as follows:

22 pieces of 3" pipe with head and risers;  
5 pieces of 4" pipe with heads and risers; and  
9 pieces of 4" mainline pipe

Included in the terms of this Agreement are certain items of personal property. The total purchase price shall be allocated as follows:

Personal Property	\$2,000.00
Real Property	<u>53,000.00</u>
TOTAL:	\$55,000.00

ASSIGNMENT: BUYERS shall not assign this Agreement or their rights hereunder or the property conveyed without the written consent of the SELLERS, and any purported assignment without the consent of the SELLERS as provided herein shall be

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inoperative and void.

POSSESSION: BUYERS shall be entitled to possession of the premises as of the execution of the 10th day of October, 1977.

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

- (a) To foreclose this contract by strict foreclosure in equity.
- (b) To declare the full unpaid balance of the purchase price immediately due and payable.
- (c) To specifically enforce the terms of this agreement by suit in equity.
- (d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount of the payment theretofore made upon said premises. Under this option all of the right, title and interest of BUYERS shall revert and revest in SELLERS without any act of re-entry and without any other act by SELLERS to be performed, and BUYERS agree to peaceably surrender the premises to SELLERS, or in default thereof. BUYERS may, at the option of SELLERS, be treated as a tenant holding over unlawfully after the expiration of a lease and may be ousted and removed as such.

BUYERS shall not be deemed in default for failure to perform any covenant or condition of this contract, other than failure to make payments as provided for herein, until notice of said default has been given by SELLERS to BUYERS and BUYERS 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 BUYERS at the address contained herein.

IF BUYERS shall fail to make payment as herein provided and said failure shall continue for more than sixty (60) days after the payment becomes due, BUYERS shall be deemed in default and

SELLERS shall not be obligated to give notice to BUYERS of a

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declaration of said default.

NOTICE: Any notices to be given under the terms of this Agreement shall be given to the SELLERS as follows:

4146 D. Adelaide  
Klamath Falls, Oregon 97601

Any notices to be given under the terms of this Agreement shall be given to the BUYERS as follows:

P. O. Box 251  
La Honda, California, 94020

*M.G. P.C.*

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

SELLERS:

*Lynn Edwards*  
LYNN EDWARDS

*Nancy Edwards*  
NANCY EDWARDS

BUYERS:

*Martin L. Gubler*  
MARTIN L. GUBLER

*Norma J. Gubler*  
NORMA J. GUBLER

*M.G. P.C.*

STATE OF OREGON )  
County of Klamath ) ss.

PERSONALLY APPEARED before me on the 24th day of November, 1977, the above named LYNN EDWARDS and NANCY EDWARDS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

*Charles B. Wood*  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 10-5-80

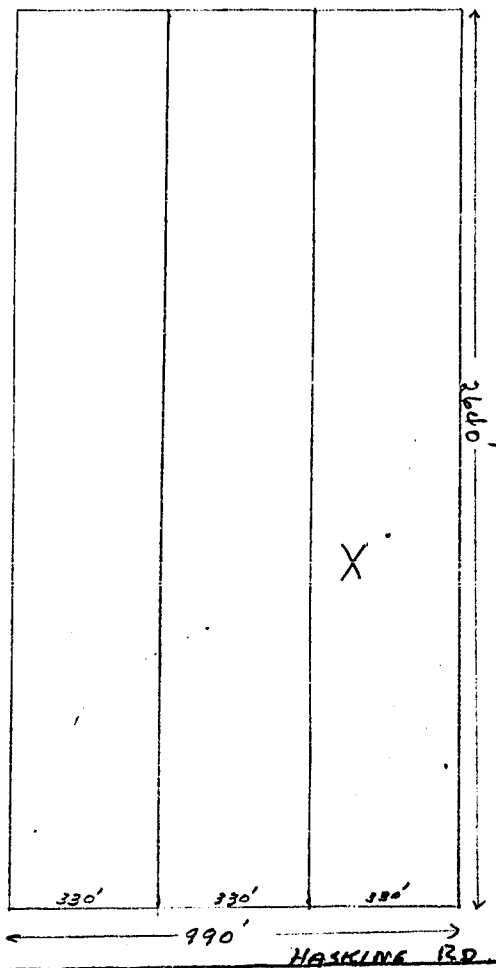
STATE OF ~~CALIFORNIA~~ <sup>OREGON</sup> )  
County Of ~~Klamath~~ ) ss.

PERSONALLY appeared before me on the 24th day of November, 1977, the above named MARTIN L. GUBLER and NORMA J. GUBLER, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

*Charles B. Wood*  
NOTARY PUBLIC FOR CALIFORNIA  
My Commission Expires: 10-5-80



23038  
THIS MAP IS HEREBY MADE A PART OF THE REAL PROPERTY SALE  
AGREEMENT BETWEEN LYNN EDWARDS AND NANCY EDWARDS, SELLERS AND  
MARTIN L GUBLER AND NORMA J. GUBLER BUYERS, DATED NOVEMBER 24<sup>th</sup>,  
1977.



Martin L. Gubler  
Norma J. Gubler  
Lynn Edwards  
Nancy Edwards

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STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of  
NOVEMBER 1977 A.D., at 3:37 o'clock P.M., and duly recorded in Vol M77,  
of DEEDS on Page 23030.

FEE \$ 27.00

WM. D. MILNE, County Clerk

By Bernice D. Getch Deputy