

41475

AGREEMENT
FOR
SALE AND PURCHASE OF REAL ESTATE

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1 THIS AGREEMENT, made and executed in duplicate this
2 9 day of JANUARY 1978, between RALPH L. WILLIAMS and
3 VICTORIA D. WILLIAMS, hereinafter designated as "SELLER" and
4 MARTHA L. MORRISON, a divorced woman, residing at Route 1, Box
5 ⁷⁷⁹
⁷⁷⁹ Bonanza, Oregon, hereinafter designated as "BUYER".

6 WITNESSETH:

7 That the Seller, in consideration of the covenants and
8 agreements hereinafter contained, to be the first performed as a
9 condition precedent by the Buyer, agrees to sell and convey unto
10 the said Buyer, and the said Buyer agrees to buy, that certain
11 real property in the County of Klamath, State of Oregon, described
12 as follows:

13 Beginning at a point which is 660' West of the
14 Klamath County Section marker at the SE Corner
15 of the SE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 32, Township 37 South,
16 Range 11 East of the Willamette Meridian and
17 proceeding North a distance of 30' to the Point
18 of Beginning; thence North a distance of 220';
19 thence West a distance of 275'; thence South a
20 distance of 250'; thence East a distance of 110';
21 thence North a distance of 30'; thence East a
22 distance of 165' to the Point of Beginning, a
23 total of 1.46+ acres.

24 Property herein conveyed includes the Mobile Home and all other
25 improvements on the property including the water rights, pipelines
26 and all other rights common to such transactions.

27 Subject to: Pro-rata of taxes and/or assessments for
28 the fiscal year 19 $\frac{1}{2}$ - 1977, and thereafter coming due and also
29 subject to all conditions, restrictions, reservations, easements,
30 exceptions, rights and/or rights of way affecting said property,
31 those of record and those evident on the land.

32 THE PURCHASE PRICE for which the Seller agrees to sell
33 and the Buyer agrees to buy said property is the sum of:
34 THIRTEEN THOUSAND FIVE HUNDRED Dollars (\$13,500.00) which sum

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1 Buyer agrees to pay Seller at such place or places as Seller may
2 hereinafter from time to time designate, as follows:
3 TWO THOUSAND Dollars (\$2,000.00) in cash upon execution of this
4 Agreement, receipt of which is hereby acknowledged, and the balance
5 of ELEVEN THOUSAND FIVE HUNDRED Dollars (\$11,500.00) together with
6 Seven (7%) percent interest on said balance in the amount of
7 EIGHT HUNDRED FIVE Dollars (\$805.00) which total of balance and
8 interest is TWELVE THOUSAND THREE HUNDRED FIVE Dollars (\$12,305.00)
9 in installments as follows: ONE HUNDRED SEVENTY TWO Dollars
10 (\$172.00) or more on or before the 1 day of NOVEMBER, 1977
11 and ONE HUNDRED SEVENTY TWO Dollars (\$172.00) or more on or before
12 the 5th day of each and every calendar month thereafter until paid
13 in full.

14 As further consideration for conveyance of property herein
15 described, Buyer agrees that if she sells or transfers title to
16 said real estate or any portion thereof within twenty (20) years
17 from the date of this Agreement, she will first give option to buy
18 and first right of refusal to the following persons, in writing and
19 in the following order: Ralph L. Williams, brother, Marion Gruver,
20 mother, Barbara Bockelman, sister, Patricia Merrifield, sister and
21 Valerie Morgan, sister. Said option shall be for a period of thirty
22 (30) days from the date first offered in writing to each of the
23 aforementioned persons and shall be at a price agreed upon by the
24 buyer and seller at that time or the price set by a licensed
25 appraiser, and shall be at the terms common to such transactions
at that time.

26 Buyer agrees to keep said real property and appurtenances
27 free and clear of all liens and encumbrances of every kind or
28 nature, and shall not assign, sell or in any manner transfer this
29 Agreement without first obtaining the written consent of the Seller.

30 Seller agrees within a period of 30 days after the
31 Buyer complies with all the terms and conditions hereof and the
32 surrender of this Agreement, to execute and deliver to Buyer a
Grant Deed sufficient to convey title to said Realty free and
clear of all encumbrances. Issuance of Policy of Title Insurance
shall be at Buyer's option and expense.