

A 29032

CONTRACT OF SALE

THIS CONTRACT OF SALE, made and entered into this 15th day of March, 1978, by and between JOHN G. FELDMANN and MARLENE A. FELDMANN, husband and wife, hereinafter called Sellers, and CECIL L. PERKINS and PATRICIA J. PERKINS, husband and wife, hereinafter called Buyers,

W I T N E S S E T H :

That the Sellers agree to sell to Buyers and Buyers agree to buy from Sellers all of the following described real and personal property, to-wit:

**PARCEL 1:**

A tract of land situated in the SE 1/4 NE 1/4 of Section 10 Township 39 South, Range 9 E.W.M., more particularly described as follows: Beginning at a 5/8 inch iron pin marking the Southeast corner of the NE 1/4 NE 1/4 of said Section 10; thence South 01°12'00" East along the East line of the SE 1/4 NE 1/4 of said Section 10 and along the centerline of Summers Lane a distance of 64.41 feet to the true point of beginning of this description; thence South 87°40'20" West a distance of 30.00 feet to a 5/8 inch iron pin on the Westerly right of way line of Summers Lane; thence continuing South 87°40'20" West along an existing fence line a distance of 383.72 feet to a 5/8 inch iron pin on the Easterly right of way line of the USBR Drain Canal; thence South 26°17'00" West along said right of way line a distance of 655.09 feet to a 5/8 inch iron pin; thence North 88°48'00" East at right angles of 415.96 feet to a 5/8 inch iron pin; thence North 01°12'00" West parallel with the East line of the SE 1/4 NE 1/4 of said Section 10 a distance of 100.00 feet to a 5/8 inch iron pin; thence North 88°48'00" East a distance of 270.00 feet to a 1/2 inch iron pin on the Westerly right of way line of Summers Lane; thence continuing North 88°48'00" East a distance of 30.00 feet to the East line of the SE 1/4 NE 1/4 of said Section 10 and the centerline of Summers Lane; thence North 01°12'00" West along said line a distance of 489.34 feet to the true point of beginning of this description. SAVING AND EXCEPTING therefrom the East 30 feet thereof lying within the right of way of Summers Lane.

**PARCEL 2:**

Beginning at a point which lies 655 feet South and 230 feet West of the Northeast corner of the SE 1/4 NE 1/4 of Section 10 Township 39 South, Range 9 E.W.M.; running thence North 100 feet; thence West 70 feet; thence South 100 feet; thence East 70 feet to the place of beginning, lying in the said SE 1/4 NE 1/4 of Section 10 Township 39 South, Range 9 E.W.M.

ALSO, the Westerly 76 feet of the following described property: Beginning at a point 555 feet South of the Southeast corner of the NE 1/4 NE 1/4 of Section 10 Township 39 S. R. 9 E.W.M.; thence South 50 feet; thence West 230 feet; thence North 50 feet; thence East 230 feet to the place of beginning, being situate in the SE 1/4 NE 1/4 of Section 10 Township 39 South, Range 9 E.W.M.

Subject, however, to the following:  
1. Acreage and use limitations under provisions of United States statutes and regulations thereunder.

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2. Liens and assessments of Klamath Project and Klamath Irrigation District and regulations, contracts, easements, water and irrigation rights in connection therewith.
3. Rules, regulations and assessments of South Suburban Sanitary District.
4. Easement for roadway, including the terms and provisions thereof, as reserved in deed from Peter J. Burgoyne, a single man, to Darrell B. Allsup and Lucille Allsup, husband and wife, dated November 13, 1942, recorded April 13, 1945, Vol. 175, page 297, Deed Records of Klamath County, Oregon, as follows: "...saving and excepting and reserving for roadway purpose a strip of land 20 feet in width adjacent to the Northerly line of property heretofore conveyed to Alta Ruth Tappen and A. R. and Mary Welch." Affects Parcel 1.
5. Mortgage, including the terms and provisions thereof, given by John G. Feldmann and Marlene A. Feldmann, husband and wife, to First Federal Savings and Loan Association of Klamath Falls, a Federal corporation, dated November 12, 1976, recorded November 15, 1976, Vol. M76, page 18096, Mortgage Records of Klamath County, Oregon, to secure the payment of \$65,000.00, which Buyers herein do not assume and agree to pay, and Sellers further covenant to and with Buyers that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract.
6. Conditional Assignment of Rents, including the terms and provisions thereof, given by John G. Feldmann and Marlene A. Feldmann, husband and wife, to First Federal Savings and Loan Association of Klamath Falls, a Federal corporation, dated November 12, 1976, recorded November 15, 1976, Vol. M76, page 18098, given as additional security for the mortgage shown above.

TOGETHER WITH the personal property, a more particular description of which is set forth in Exhibit "A" attached hereto and by this reference incorporated herein.

ALSO TOGETHER with the assumed business name of "Summers Lane Estates", located at 3500 Summers Lane, Klamath Falls, Oregon.

TOTAL PURCHASE PRICE: The total purchase price is the sum of ONE HUNDRED SIXTY-FIVE THOUSAND DOLLARS (\$165,000.00).

DOWN PAYMENT: Buyers shall pay to Sellers as a down payment on said total purchase price the sum of FORTY THOUSAND DOLLARS (\$40,000.00), to be paid concurrently with the execution of this agreement, and the execution hereof shall be deemed an acknowledgment of the receipt of said down payment by Sellers. It is understood that this down payment includes any money paid by Buyers as earnest money for the purpose of binding this transaction.

PAYMENT OF BALANCE: The balance of the purchase price, being the sum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000.00), shall be paid as follows, to-wit: April 10, 1978, \$751.00 including interest at 9 3/4% per annum from March 15, 1978. Commencing May 10, 1978, monthly installments shall be as follows, to-wit: \$751.00 including interest at 9 3/4%; \$500.00 including interest at 9 1/2%; and subsequent installments to be paid on the 10th day of each month thereafter until the balance and interest are fully paid.

It is further understood and agreed by the parties hereto that the property taxes are included in the monthly payment of \$751.00.

It is further understood and agreed by the parties hereto that if the taxes increase, the monthly payment in the sum of \$751.00 is to be adjusted accordingly.

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Each payment shall be applied first to interest to date of payment and the balance to principal.

Buyers shall pay no more than 29% in any one tax year.

All payments due hereunder shall be made to Sellers at Klamath County Title Company, 422 Main Street, Klamath Falls, Oregon 97601, herein designated as escrow agent.

It is further understood and agreed by and between the parties hereto that Buyers shall have a sixty (60) day grace period from the due date of said \$500.00 monthly installment payments, and so long as said payments are made within said sixty (60) days, Buyers shall not be deemed to be in default in any one year under the terms of this contract. It is further agreed by and between the parties hereto that this grace period shall extend to Buyers for a period of two (2) years from the date of this contract.

Of said \$165,000.00, the sum of \$37,500.00 represents that part of the balance allocated to the real property, and the sum of \$10,000.00 allocated to the personal property; and the sum of \$117,500.00 represents that portion of the balance allocated to the mobile home park improvements.

INTEREST: Buyers shall pay interest on all deferred balances at the rate set forth above until paid, interest to commence March 15, 1978.

TAXES AND LIENS: Except as herein expressly provided to the contrary, all current taxes and other assessments on the properties shall be prorated between the parties as of the date of March 15, 1978. Buyers agree to pay all such assessments thereafter levied before they become due and delinquent.

Sellers will pay by November 30th of each year all real property taxes levied and assessed against the real property. The amount of such payment shall be added to and become a part of the principal balance of the purchase price to be paid by Buyers and shall draw interest at the rate of 9 3/4% from the date of the payment. A receipt issued by the taxing body showing payment, when produced by the Sellers, shall constitute satisfactory proof of payment to the extent of the sums received for and shall further constitute sufficient authority to add the sums received for to the balance of the purchase price under this contract.

Buyers further agree to pay and discharge of record all other liens which may thereafter be claimed or imposed against said property, or any part thereof, within thirty (30) days after the filing thereof or shall supply assurances satisfactory to Sellers that said liens, or any judgments entered thereon, will be paid and discharged of record.

POSSESSION: Buyers shall be entitled to possession of the above-described real and personal property as of March 15, 1978, and may retain such possession only so long as Buyers are not in default herein.

PERSONAL PROPERTY: The personal property described herein is hereby transferred by Bill of Sale. Buyers agree that they will keep said personal property in good condition and repair and will replace any property which shall become broken or worn out with articles of like kind and value. All such replacements and property acquired by exchange and all other personal property hereafter acquired shall be subject to and collateral for the security interest of Sellers in this personal property.

**REPRESENTATION:** Buyers certify that this contract is accepted on the basis of Buyers' own examination and personal knowledge of the properties and opinion as to the value thereof; that the only material representations and warranties inducing this transaction are those expressly set forth herein; that no agreement or promise to alter, repair or improve said properties has been made by Sellers or any agent of Sellers; and Buyers hereby agree to take said properties and the improvements thereon in the condition they are in at the time of execution of this Contract of Sale. Buyers agree to keep said properties and the improvements in a good condition of repair and maintenance, and Buyers will commit no waste thereof.

**SELLERS' WARRANTIES:** Sellers covenant with Buyers as follows: Except as expressly provided herein to the contrary, Sellers are the sole owner of said properties and seized in fee simple of the above-described real and personal property; that Sellers' title to the same is marketable; that Sellers have a right to transfer title to the same and possession thereof; that the properties are presently free from all matured and inchoate liens, charges and encumbrances whatsoever, except as the same may be noted in this contract; that Buyers shall have quiet enjoyment of the properties and that Sellers will warrant and defend the same against all lawful claims and demands whatsoever, except as stated herein.

Sellers hereby warrant that said park has no violations with any state, county or health agency, and that all improvements now on said property meet with all current laws and regulations. Sellers further warrant that said park has been approved for forty-five (45) spaces.

*MAF J.M.F. C.R.P. J.P.P.*  
**TITLE INSURANCE:** The Sellers agree that at their expense they will furnish unto Buyers a title insurance policy insuring in an amount equal to said purchase price marketable title in and to said premises as of the date of this Contract of Sale.

**INSURANCE:** At Buyers' expense they 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 \$insurable value, in a company or companies satisfactory to the Sellers, with loss payable first to the Sellers, then to the Buyers, as their respective interest may appear and all policies of insurance to be delivered to the Sellers as soon as insured.

Buyers shall indemnify and defend Sellers from any claim, loss or liability arising out of or related to any activity of Buyers on the property or any condition of the property.

During the term of this contract, Buyers shall maintain public liability and property damage insurance in a responsible company with limits of not less than \$300,000.00 for injury to one person and \$50,000.00 for damage to property. Such insurance shall cover all risks arising directly or indirectly out of Buyers' activities on or any condition of the property, whether or not related to an occurrence caused or contributed to by Sellers' negligence, shall protect Buyers against the claims of Sellers on account of the obligations assumed by Buyers, and shall protect Sellers and Buyers against claims of third persons. Certificates evidencing such insurance shall be furnished to Sellers.

**DEFAULT:** If Buyers fail to make any of the payments herein stated except as set forth on page 3 within thirty (30) days of the specified payment date, or if the Buyers fail to perform any of the other terms, covenants or conditions of this Contract of Sale, and if any such default in payment or performance shall remain uncorrected by Buyers for thirty (30) days after written notice of

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such default has been given by certified mail by Sellers to Buyers at the Buyers' last known post office address, (provided always, that NO NOTICE WHATSOEVER SHALL BE REQUIRED OF SELLERS FOR ANY DEFAULT IN PAYMENT OF ANY DEFERRED INSTALLMENTS OF PURCHASE PRICE), time of payment and strict performance in all things being of the essence of this contract, Sellers shall have the following rights:

(1) To declare the entire unpaid balance of the purchase price, both principal and interest, immediately due and payable and to exercise any of the following options:

- (a) To sue for the unpaid balance then due on this contract;
- (b) To foreclose this contract by strict foreclosure in equity; and to the appointment of a receiver during the pendency of the suit;
- (c) To sue for specific enforcement of this contract;

(2) ~~or, to declare this contract null and void and to retain as liquidated damages the payments theretofore made under this contract by Buyers, and any repair and improvements made upon said properties. If Sellers shall so elect to declare this contract null and void as hereinabove provided, all of the right, title and interest of Buyers shall immediately revert to and re-vest in Sellers without any other act by Sellers to be performed and without any repairs or improvements added, as absolutely, fully and perfectly as if no contract had ever been made, and Buyers agree to surrender peaceably said properties and the possession thereof to Sellers, or in default thereof Buyers may, at the option of the Sellers, be treated as a tenant holding over unlawfully after expiration of a lease and may be ousted and removed as such. Provided always that the recitation of remedies herein shall not be deemed exclusive and shall not bar the parties from any other or additional or supplemental remedy or remedies afforded at law, in equity, or otherwise.~~

**DELINQUENT CHARGES:** If Buyers shall fail to pay any assessments, liens, insurance premiums, or any other expense necessary to preserve Sellers' lien hereby retained, and the value and priority thereof, Sellers, without obligation to do so, and without waiver of Buyers' default, have the right to pay the same, and treat the amount so paid as a debt due and owing from Buyers to Sellers, secured by the lien of this contract, and to bear interest at contract rate per annum until paid.

**WAIVER:** No waiver of a breach of any covenant, term or condition of this contract shall be a waiver of any other or subsequent breach of the same, or any other term, covenant or condition, or as a waiver of the term, covenant or condition itself; nor shall such waiver require any notice of any kind to be given to reinstate the defaulted term, covenant or condition, or to make time and strict performance again of the essence.

**PARTIES:** The obligations of the undersigned are joint and several, and wherever the context hereof so admits or requires, the singular shall include the plural. This Contract of Sale contains the entire agreement of the parties and cannot be modified except upon written agreement. This contract shall benefit and bind the heirs, executors, administrators, successors and assigns of the parties.

**ATTORNEY'S FEES:** Should suit, action or other legal proceeding be instituted to declare or enforce any right created by

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C.R.P.  
B.P.  
J.A.F.  
M.A.F.



this instrument, the prevailing party therein shall be entitled to the costs and disbursements provided by statute, and such other sum as the Court may adjudge reasonable for attorney's fees.

PRIOR AGREEMENTS: This document is the entire, final and complete contract of the parties pertaining to the sale and purchase of the real and personal property, and supersedes and replaces all written and oral contracts heretofore made or existing by and between the parties or their representatives insofar as the property is concerned.

GENERAL PROVISIONS:

(1) All of the terms herein, the rights, duties and remedies of the parties shall be governed by the laws of Oregon.

(2) Each demand, notice or other communication shall be served or given by mail or telegraph addressed to the party at their mailing address set forth herein. For purposes of Notice, Sellers' address shall be PO Box 1214 Mt Vernon Wa 98273. Buyers' address shall be 833 West Jackson Street, Medford, Oregon 97501. Reasonable notice, when notice is required shall be ten (10) days.

TRUTH IN LENDING: The parties agree that this transaction is a sale and purchase for business use and no disclosure statement is necessary under any federal or state trust in lending statute.

SPECIAL PROVISIONS: The property is presently subject to a mortgage which is set forth in this Contract of Sale on page 2, in favor of First Federal Savings and Loan Association of Klamath Falls, a federal corporation, and executed by JOHN G. FELDMANN and MARLENE A. FELDMANN, husband and wife. Sellers covenant that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid, and they further covenant that they will hold Buyers harmless therefrom. If Sellers should receive notice of breach of any of the terms of such instrument, Sellers shall immediately forward a copy of such notice to Buyers.

In the event Sellers fail to make any payments required by such instrument, Buyers, at Buyers' option, may make any or all of the payments payable by Sellers hereunder, directly to the mortgage until such obligation is satisfied. Such payment shall be credited on the balance of the purchase price hereunder as though paid directly to Sellers.

MISCELLANEOUS: It is further agreed by and between the parties hereto that Sellers agree to furnish Buyers with the complete engineered plans to complete MAF J.F. C.P. 88P forty-five (45) spaces.

ESCROW ARRANGEMENTS: As soon as practicable following the execution of this Contract of Sale, Sellers shall deliver in escrow to Klamath County Title Company, 422 Main Street, Klamath Falls, Oregon 97601 the following:

- (1) Recorded Contract of Sale.
- (2) Unrecorded Warranty Deed.

The parties hereby instruct said Escrow Agent to receive for Sellers' account the balance of the installment payments provided herein. Said Escrow Agent is further authorized and instructed that it is to close the escrow and deliver the documents to the parties entitled thereto at such time as all sums called for hereunder, including interest, have been fully and completely paid by Buyers.

Said Escrow Agent is further directed and instructed to deduct from the payments made by Buyers the sum of \$751.00 to apply to First Federal Savings and Loan Association, 540 Main Street, Klamath Falls, Oregon, mortgage dated November 12, 1976, and identified as account number 01-10469, and the balance to be remitted to Sellers at as designated

If Buyers fail to pay any installment before the expiration date set forth in this contract, the Escrow Agent is authorized to surrender to Sellers, upon demand, after proof of written notice to Buyers, all of the documents specified in the preceding paragraphs, thereby terminating the escrow.

EXECUTED IN QUADRUPLICATE, ONE COPY OF WHICH WAS DELIVERED TO AND RETAINED BY THE BUYERS, this 15th day of March, 1978.

John G. Feldmann  
John G. Feldmann

Cecil L. Perkins  
Cecil L. Perkins

Marlene A. Feldmann  
Marlene A. Feldmann

Patricia J. Perkins  
Patricia J. Perkins

SELLERS

BUYERS

STATE OF OREGON )  
County of Klamath ) ss.

Personally appeared the above-named JOHN G. FELDMANN and MARLENE A. FELDMANN, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon  
My Commission Expires: 8-5-79

STATE OF Oregon )  
County of Klamath ) ss.

Personally appeared the above-named CECIL L. PERKINS and PATRICIA J. PERKINS, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

[Signature]  
Notary Public for Oregon  
My Commission Expires: 8-5-79

Mail tax statements to:  
Buyers: 833 West Jackson  
Medford, Or  
97501

Return to KCTG

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STATE OF OREGON; COUNTY OF KLAMATH; ss.  
filed for record at request of Klamath County Title Co.

this 15th day of March A. D. 1978 at 2:41 o'clock P M.  
duly recorded in Vol. M78, of Deeds on Page 4954

Fee \$21.00

Wm D. MILNE, County Clerk  
By [Signature]