

CONTRACT OF SALE

This agreement made and entered into this 2nd day of January, 1977, by and between G. E. RUTLEDGE and PHYLLIS RUTLEDGE, husband and wife, hereinafter called SELLERS, and BRYCE D. RUTLEDGE and CAROLYNN R. RUTLEDGE, Husband and wife, hereinafter called BUYERS.

W I T N E S S E T H:

SELLERS agree to sell to BUYERS and BUYERS agree to purchase from SELLERS the following personal property hereinafter described:

(1) The house and all buildings apparent upon the land, situated on Lot 16, Block E, LAKE OF THE WOODS RECREATION HOME AREA, Klamath County, State of Oregon;

(2) All furniture, appliances and equipment (except boats and motors and a H.C. Bay Piano) including the following:

Two single beds
Two cots
Three double beds
One dresser
Table and chairs
Refrigerator
Cook stove (wood)
Franklin fireplace
Curtains
Davenport and two chairs

(3) SELLERS' one-half interest in the boat dock at a permanent location on the Lake.

The purchase price of the property which the BUYERS agree to pay, shall be the sum of \$6,000.00, with interest thereon at the rate of seven (7) percent per annum on the unpaid balance from the effective date of this contract. The sum of \$2,000.00 has been previously paid as a down-payment and a receipt thereof is hereby acknowledged by the SELLERS. The balance of the

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1 purchase price shall be paid in annual installments of not less
2 than \$1,000, including interest and the first of such payment
3 shall be made on or before the 15th day of February, 1973, and a
4 like payment on or before the 15th day of each February each
5 year thereafter until the total sum of principal and interest
6 have been paid in full.

7 BUYERS further agree to pay when due all use fees,
8 taxes and assessments due thereon and to keep said house and fix-
9 tures insured in an amount not less than \$6,000.00; said insur-
10 ance to cover loss through fire, theft, wind, rain, storm and
11 other natural hazards in a company acceptable to the SELLERS,
12 with the SELLERS named as loss-payees as their interest may be.
13 The BUYERS agree to furnish proof of said insurance to the
14 SELLERS.

15 In the event that BUYERS shall fail to pay before
16 delinquent any use fees, taxes and assessments, the SELLERS
17 shall pay such use fees, taxes and assessments and the amounts
18 so paid by them shall be deemed as a part of the purchase price
19 and shall be paid forthwith, with interest at the rate of 10 per-
20 cent per annum until paid.

21 Any amount received by the SELLERS under the insurance
22 in payment of a loss, shall be applied upon the unpaid balance
23 of the purchase price and shall reduce said unpaid balance to
24 the extent of the amount of the insurance payment received by
25 SELLERS. All uninsured losses shall be borne by BUYERS on or
26 after the BUYERS become entitled to possession of the property.
27

28 The BUYERS shall not commit or suffer to be committed
29 any waste of the personal property and shall maintain said fix-
30 tures thereon in good condition and repair.
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1 The BUYERS shall at all times abide by the rules of
2 the Winema National Forest as the same may be hereafter amended.

3 The SELLERS contemporaneous with the execution of this
4 agreement, request termination of the Use Permit they presently
5 hold and the BUYERS shall request a Use Permit in their own name,
6 entitled "Request for Termination of and Application for Special
7 Use Permit, USDA Forest Service Form OMB No. 40-R3658.
8

9 In the event that BUYERS shall fail to perform any
10 of the terms of this agreement, time of payment and performance
11 being of the essence, SELLERS shall at their option, subject
12 to the requirements of notice as herein provided, have the follow-
13 ing rights:

14 (1) To foreclose this contract by strict foreclosure
15 in equity;

16 (2) To declare the full unpaid balance of the purchase
17 price immediately due and payable;

18 (3) To specifically enforce the terms of this agree-
19 ment by suit in equity;

20 (4) To declare this agreement null and void as of
21 the date of the breach and to retain as liquidated damages the
22 amount of the payment theretofore made upon said premises.
23 Under this option, all of the right, title and interest of BUYERS
24 shall revert and revest in SELLERS without any act of re-entry
25 or without any other act by SELLERS to be performed, and BUYERS
26 agree to peaceably surrender the premises to SELLERS: or in de-
27 fault thereof, BUYERS may at the option of SELLERS be treated as
28 a tenant holding over unlawfully after the expiration of a lease,
29 and may be ousted and removed as such.
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1 Failure by SELLERS at any time to require performance
2 by BUYERS of any of the provisions hereof, shall in no way affect
3 SELLERS' rights hereunder to enforce the same, nor shall any
4 waiver by SELLERS of any breach hereof be held to be a waiver
5 of any succeeding breach, or a waiver of this non-waiver clause.

6 Any assignment by BUYERS of this agreement or any or
7 all of their rights thereunder, and any lease by BUYERS of said
8 property, or any part thereof, shall be inoperative and void,
9 unless SELLERS shall assent thereto in writing.

10 BUYERS shall be entitled to possession of said premises
11 on the date of the execution of this contract.

12 The covenants, conditions and terms of this agreement
13 shall extend to, and be binding upon and inure to the benefit
14 of the heirs, administrators, executors and assigns of the
15 parties hereto, provided, however, that nothing contained in
16 this paragraph shall alter the restriction hereinabove contained
17 relating to assignment.

18
19 IN WITNESS WHEREOF, the parties have caused this agree-
20 ment to be executed on the day and year first hereinabove written.

21 *DE Rutledge*
22 SELLER

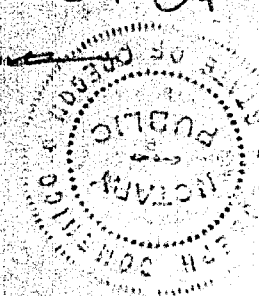
21 *Bryce Rutledge*
22 BUYER

23 *Theresa Rutledge*
24 SELLER

23 *Carolyn R Rutledge*
24 BUYER

25
26 *W.D. Milne*
27 *June 2-11-77*
28 *Mary O'Neil*

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Return to: Mr and Mrs. Bryce Rutledge
20781 St. George Court
Bend, Oregon

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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 19th day of
June A.D., 1978 at 12:37 o'clock P.M., and duly recorded in Vol. 478,
of Deeds on Page 18997.

FEE \$12.00

WM. D. MILNE, County Clerk
By *Burtha H. Smith* Deputy