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LAND SALE CONTRACT Vol. 78 Page 18912

THIS AGREEMENT made and entered into this 3 day of July, 1973, by and between FRANCES N. HAYNES, now Frances N. Brink, hereinafter referred to as SELLER, and G. RANDALL PRICE and CHERRY L. PRICE, husband and wife, hereinafter referred to as BUYERS,

WITNESSETH:

The SELLER, for and in consideration of the sum of \$4,000.00 as and for the purchase price to be paid and settled for as hereinafter provided, agrees to sell, and the BUYERS bind themselves, their administrators and personal representatives to buy the following described real estate, to-wit:

Lot 5, Block 4 of Cres-Del Acres, Second Addition, situated in the NW 1/4 of Section 7, T 24 S, R 7 E, W.M. Klamath County, Oregon.

The BUYERS and SELLER, for and in consideration of the mutual promises and agreements as herein set forth, agree as follows:

I.

BUYERS hereby promise and agree to pay to the SELLER the sum of \$4,000.00, payable as follows:

1. The purchase price shall be payable at the rate of \$50.00, or more, per month, including interest at the rate of 7-1/2% per annum on the unpaid balance thereof, with the first of said monthly payments to become due and payable on the 1st day of July, 1973, and a like payment on the 1st day of each and every succeeding month thereafter until the full sum of both principal and interest is paid in full; provided, however, that BUYERS herein promise and agree to pay to SELLER the sum of \$1,000.00 in lump sum on January 1, 1974, over and above the monthly payments called for herein;
2. Interest shall begin on the 1 day of July, 1973. Prepayment privilege granted to BUYERS without penalty.

II.

SELLER shall be liable for payment of all real estate taxes due and payable prior to July 1, 1973, and BUYERS shall be liable for all real estate taxes on said property after July 1, 1973, and until this contract is paid in full.

III.

The warranty deed which has been executed as of this date by the SELLER, conveying the property hereinabove described to the BUYERS free and clear of

encumbrances, subject to restrictions of record, shall be delivered to the BUYERS upon full payment of the purchase price as provided above.

IV.

That in case any suit or action is instituted for any purpose under or in connection with this agreement, the prevailing party shall be entitled to an attorney's fee in such amount as the Court may determine reasonable, in addition to any other relief granted, this provision to apply in appellate courts as well as trial courts.

V.

That the BUYERS have thoroughly examined the premises being purchase by them, have made their own investigation and have not relied on any warranties made by anyone else in making their decision to purchase the same.

VI.

That in the event an assignment is made by either party they will promptly notify the other party concerning the assignment at or near the time of the execution of said assignment, and the assignors shall pay the expense of said assignment.

VII.

That possession shall be granted July 1, 1973.

VIII.

That time is of the essence of this agreement.

IX.

That the parties mutually agree that a failure by the SELLER at any time to require strict performance by the BUYERS of any provision hereof shall in no way prejudice or affect SELLER'S rights hereunder to enforce the same, nor shall any waiver of any provision hereof be held to be a waiver of any succeeding breach of any such provision or as a waiver of the provision itself.

X.

That the BUYERS promise, covenant and agree that they will make the payments as above specified punctually at the times herein designated, and will well and truly perform all the covenants and agreements required by this contract to be

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performed; provided, however, that no default shall be declared under the terms of this contract except after a 10 days' notice in writing is served on the defaulting parties of said default at their last known address by regular mail, and the default not removed. In case a default shall occur and shall not have been removed after the 10 days' notice in writing, the entire balance of said contract shall be due and payable and the SELLER may bring action at law or suit in equity for the possession of said real property and/or repossess the same, with or without process of law, and with the aid and assistance of any person or persons, and evict the BUYERS and all persons attempting to hold by, through or under them, without in any way being deemed guilty of trespass, and without being liable for damage to person or property; or may bring action at law or suit in equity for any portion of the total purchase price due and unpaid, without in any way forfeiting any of the security of said real property; or may bring suit to foreclose this contract; or may pursue any other right or remedy at law or in equity, no remedy herein reserved to SELLER being deemed to be exclusive.

XI.

That all covenants and agreements contained herein shall extend to and be obligatory upon the heirs, executors, administrators and assigns of the parties.

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

Paul S. Randall Price
1625 Monterey Lane
Eugene, Ore.
97401

Dorcas W. Haynes
SELLER
Dorcas W. Brunk
Paul S. Randall Price
Cheryl L. Price



Thomas J. Price
NOTARY
My Commission Expires 9-16-81

I hereby attest to the fact that the above signatures are the true signatures of the parties involved.

Dated: 8-22-78

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 25th day of AUGUST A.D. 1978 at 12:49 o'clock P.M., and duly recorded in Vol. M78 of DEEDS on Page 18912.

FEE \$ 9.00

WM. D. MILNE, County Clerk
By *W. D. Milne* Deputy