

51009
57012

Vol. ^m78 Page 14131
Vol. ^m78 Page ~~23554~~

CONTRACT OF SALE

THIS CONTRACT, made this 30 day of June,
1978 between ROBERT F. HARTLEY and VIRGINIA L. HARTLEY, husband
and wife, hereinafter called Seller and IVAN F. HARTLEY, herein-
after called buyer,

W-I-T-N-E-S-S-E-T-H

THAT in consideration of the mutual covenants and
agreements herein contained, the seller agrees to sell, unto the
buyer, and the buyer agrees to purchase from the seller, all of
the following described lands and premises, situated in Klamath
County, State of Oregon, to wit:

~~Block 75~~, and Lots 1 through 3, inclusive and Lots
18 through 20 inclusive, and the Easterly 7½ feet
of Lots 4 and 17, all in Block 75, Bowme Addition
to the City of Bonanza, Klamath County Oregon.

for the sum of Twenty Five thousand Dollars (\$25,000.00), herein-
after called the purchase price, on account of which Four Thousand
Five Hundred Dollars (\$4,500.00) the receipt of which is hereby
acknowledged by the seller; the buyer agrees to pay the remainder
of said purchase price, to wit: \$20,500.00 to the order of the
seller in monthly payments of not less than Two Hundred Thirty
Eight and 03/100 Dollars (\$238.03) each, payable on the 1st day
of each month hereafter, beginning with the month of August, 1978
and continuing until said purchase price is fully paid. All of
said purchase price may be paid at any time and deferred balances
of said purchase price shall bear interest at the rate of 7% per
annum from August 1, 1978 until paid, interest to be paid being

ck
12
12
12

included in the minimum monthly payments above required. Buyer is to assume and pay all taxes, both current taxes and any delinquent taxes.

It is understood and agreed between the parties that the HARTLEY WELL DRILLING name and goodwill is included and made a part of this contract of sale.

The buyer shall be entitled to possession of said of said lands immediately and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereinafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanics and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney fees incurred by him in defending against any such liens; that he will pay all taxes hereafter 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 or any part thereof become past due; that at buyer's expense he will insure and keep insured all buildings now or hereafter erected on said premises, against loss or damage by fire in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer, as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured.

If the buyer shall fail to pay any such liens, costs,

water rents, taxes or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

AND it is understood and agreed between said parties that time is of the essence of this contract and in case the buyer shall fail to make the payments above required, or any of them, punctually, within ten days of the time limited therefor, or fail to keep any agreement herein contained, then seller at his option shall have the following rights: (1) to declare this contract null and void; (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, and/or (3) To foreclose this contract by suit in equity, and in any of such cases all rights and interest created or then existing in favor of the buyer as against the seller, hereunder, shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller, without any act of re-entry or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such

shall have the right immediately or at any time thereafter to enter upon the land aforesaid, without any process of law and take immediate possession thereof, together with all of the improvements and appurtenances thereon or thereto belonging.

The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach 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.

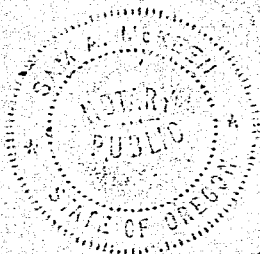
The true and actual consideration paid for this transfer stated in terms of dollars is \$25,000.00, which is the whole consideration thereof.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter and that generally all grammatical changes shall be made, assumed and implied to make the provisions hereof apply equally to individuals.

14135
23558

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate this 30 day of June, 1978.



Robert L. Hartley
Virginia L. Hartley
Ivan Hartley

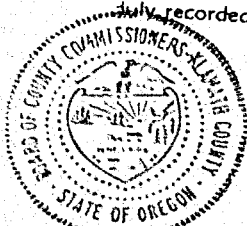
SUBSCRIBED and SWORN to before me this 30 day of June, 1978.

[Signature]
NOTARY PUBLIC FOR OREGON
My Commission Expires: 11-11-78

Ret.
Ivan Hartley
P.O. Box 237
Bonanza, Or. 97623

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____
this 30th day of June A. D. 19 78 at 10:57 o'clock A M., and
duly recorded in Vol. M78, of Deeds on Page 14131



INDEXED

Wm D. MILNE, County Clerk

By Bernice A. Helich

Fee \$15.00

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 20th day of October A.D., 19 78 at 8:58 o'clock A M., and duly recorded in Vol. M78, of Deeds on Page 23554.

FEE \$15.00

WM. D. MILNE, County Clerk

By Bernice A. Helich Deputy