

TA 38-16387-D

THIS AGREEMENT, made and entered into this 30th day of September, 1978, by and between PERLA DEVELOPMENT CO., INC. an Arizona Corporation, hereinafter called the "Vendor," and E.T. CHARLES, JR. and VIRGINIA A. CHARLES, husband and wife, hereinafter called the "Vendee,":

W I T N E S S E T H

Vendor agrees to sell to the Vendees and the Vendees agree to buy from the Vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:

Government Lots 3, 5, 6, 11, 12, 13 and 14 in Section 18, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, EXCEPTING THEREFROM the following parcels:

A tract of land situated in Government Lot 3, Section 18, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at the N $\frac{1}{4}$ corner of said Section 18; thence North 89° 41' 26" West 516.48 feet to the Easterly right of way line of State Highway No. 427; thence South 00° 51' 56" East, along said right of way, 255.50 feet; thence East 511.91 feet to the East line of said Government Lot 3; thence North 00° 09' 35" East 252.68 feet to the point of beginning.

A tract of land situated in Government Lots 3, 4, 5 and 6, Section 18, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a point being the intersection of the Westerly right of way line of State Highway No. 427 and the North line of said Lot 3, said point being North 89° 41' 26" West 576.48 feet from the N $\frac{1}{4}$ corner of said Section 18; thence South 00° 51' 56" East along said Highway right of way line, 796.00 feet; thence West 835.60 feet to a 5/8 inch iron pin; thence continuing West 4 feet, more or less, to the bank of Agency Lake; thence Northerly along the said bank to the North line of said Lot 4; thence South 89° 41' 26" East 3 feet, more or less, to the Southwest corner of Latakomie Shores, a duly recorded subdivision; thence continuing South 89° 41' 26" East 1022.14 feet to the point of beginning.

at and for a price of \$145,000.00 payable as follows, to-wit: Thirty-Five Thousand Dollars (\$35,000.00) to be paid at the time of the execution of this agreement, the receipt of which is hereby acknowledged; One Hundred Ten Thousand Dollars (\$110,000.00) to be paid with interest at the rate of eight percent (8%) per annum from September 30, 1978, payable in annual installments of not less than Thirteen Thousand Eight Hundred Thirty Dollars and 66/100 (\$13,830.66) inclusive of interest, the first installment to be paid on the 30th day of September, 1979, and a further installment on the 30th day of September of every year thereafter until the full balance and interest are paid. Further a balloon payment

of Fifteen Thousand Dollars (\$15,000.00) inclusive of interest is due January 30, 1979. Vendee agrees to make said payments promptly on the dates above mentioned to the order of the Vendor, at South Valley State Bank at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvement, now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid. That Vendees shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over rights of the Vendor in and to said property. Vendees shall not cut or remove any timber on the premises without written consent of Vendor. Vendees shall be entitled to the possession of said property on September 30, 1979.

Vendor will on the execution hereof make and execute in favor of Vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except the following:

1. The rights of the public in and to that portion of the above property lying within the limits of roads and highways.
2. Reservations and restrictions, including the terms and provisions thereof, dated January 19, 1959 in Land Status Report in Volume 308 at page 716, Deed Records of Klamath County, Oregon.
3. Boundary line agreement, including the terms and provisions thereof, dated June 26, 1967, recorded July 17, 1967 in Volume M67 at page 5402 between Milton F. Van Voorhis; Mildred F. Van Voorhis and Donald Parker and Robert Summers.

which Vendees assume and will place said deed in escrow at South Valley State Bank, together with one of these agreements in escrow and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said holder that when and if, Vendees shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to Vendees, but that in case of default by Vendees said escrow holder shall, on demand, surrender said instruments to Vendor.

But in case Vendees shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be the essence of this agreement, then vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare the contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all the right and interest hereby created or then existing in favor of Vendees derived under this agreement by suit in equity, all the right and interest hereby created or then existing in favor of Vendees derived under this agreement shall utterly cease and determine, and the premises aforesaid shall shall revert and revert in Vendor without any declaration of

forfeiture or act of reentry and without any other act by Vendor to be performed and without any right of Vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

Should Vendee, while in default, permit the premises to become vacant, Vendor may take possession of same for the purpose of protecting and preserving the property and his security interest therein, and in the event possession is so taken by Vendor he shall not be deemed to have waived his right to exercise any of the foregoing rights.

And in case suit or action is instituted to foreclose or to enforce any of the provisions hereof, the prevailing party in such suit or action shall be entitled to receive from the other party his costs which shall include the reasonable cost of title report and title search and such sum as the trial court and or appellate court, if an appeal is taken, may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and or appeal, if an appeal is taken.

Vendees further agree that failure by Vendor at any time to require performance by Vendees of any provision hereof shall in no way affect Vendor's right hereunder to enforce the same, nor shall any waiver by Vendor of such 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.

Vendee further agrees to pre-pay the sum of \$26,661.32 upon sale of their property at 2000 Cambridge Way, Santa Maria, California. The above payment will be due thirty (30) days after the deed or similar evidence of transfer goes of record.

In construing this contract, it is understood that Vendor or the Vendees may be more than one person. This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors administrators and assigns.

WITNESS the hands of the parties the day and year first above written.

PERLA DEVELOPMENT CO., INC.

BY [Signature] President

x [Signature]
E.T. Charles, Jr.

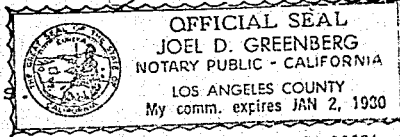
VENDOR

[Signature] Perla secretary

x [Signature]
Virginia A. Charles

VENDEES

STATE OF California
County of Los Angeles



5368 Wilshire Blvd., Los Angeles, CA 90036

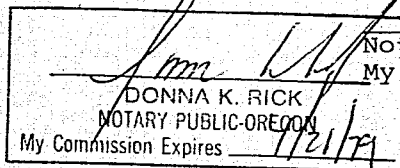
Personally appeared the above named Vendor and acknowledged the foregoing contract their voluntary act and deed this 30th day of Sept, 1978.

[Signature]
Notary Public for California
My Commission expires Jan 2, 1980

23657

STATE OF OREGON)
) ss.
County of Klamath)

Personally appeared the above named Vendees and acknowledged the foregoing contract their voluntary act and deed this 20 day of October, 1978.



Notary Public for Oregon
My Commission expires: _____

Put: 7A-DONNA

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Transamerica Title Co.

on 20th day of October A. D. 1978 at 3:43 o'clock P.M., of

and duly recorded in Vol. M78, of Deeds on Page 23654

Wm D. MILNE, County Clerk

By Bernetha M. Kelsch

Fee \$12.00