61791

AGREEMENT FOR SALE OF REAL ESTATE

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The buyer hereby agrees to pay the said principal and interest at the times and in the manner mentioned.

And the buyer further agrees to do and perform the following:

1. Pay all taxes and assessment which become a lein on the premises. Taxes and assessments for the current fiscal year to be pro rated from date hereof.

2. Pay all indebtedness incurred by the acts of the buyer, on, or which may become a lein on the premises.

3. All improvements on the premises shall stay with the premises and brcome a part of the property.

4. Not to violate or permit the violation of any law which might cause the closing of the premises or any part thereof.

5. To pay any reasonable attorney's fees in the event that suit is brought hereunder for the recovery of the possession of the above described premises, or for the enforcement or breach of any of the terms hereof, or to clear this agreement or any lein done or suffered by the buyer from the record. Said attorney's fees shall become due at the time of filing any such action.

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And the seller hereby agrees to do and perform the following:

1. In the absence of default, to permit the buyer to remain in possession of the above described premises from date hereof.

2. Upon the full performance by the buyer, of all the terms and condition hereof, to make, excute and deliver to buyer a good and sufficient deed conveying the above described premises to the buyer, free and clear of all encumbrances, made or suffered by the seller.

It is futher aggred:

1. That the seller shall have the right from time to time, to enter upon the premises fro inspection.

2. In event that the buyer fails to deep said premises free of taxes, liens, and assessment, or to insure or to care for said premises, as hereinbefore provided, seller, without notice, may pay such taxes, leins and assessment, insurances premiums and cost of caring for said premises, and all payments made therefor, shall be added to and become a part of the purchase price and become immediately due and payable from buyer to seller and shall bear interest at the rate of ten percent per annum until repaid.

3. That this agreement is not assignable in whole or in part, either by operation of law, or otherwise, without the prior written consent of the seller.

4. That the performance by the buyer of all the terms hereof is a condition precedent, whereon depends the performance of the agreements on the part of the seller.

5. That the waiver by the seller of any breach of any term hereof shall not be a waiver of any subsequent or other breach hereof nor of any therm or condition hereof.

6. That in the event of the failure of the buyer to comply with the

whole or any of the terms hereof, the seller be released from all obligations in law or in equity to convey said premises, shall be entitled to emmediate possession thereof, and the buyer shall forfeit all right hereunder and the seller shall retain all money paid hereunder as rent and compensation for the sue and occupancy of said premise.

7. Buyer and seller futher agree that time is of the essence of this Agreement and that full compliance by Buyer with all its terms is and shall be a condition precedent to Buyer's right to a conveyance hereunder and should Buyer fail to comply with all of the terms hereof, then the whole unpaid balance of said principal sum and the interest theron shall immediately brcome due and payable at the option of Srller; and thereupon Seller may at his option cancel and forfeit all of Buyer's rights under this Agreement and all of his interest in said realty and its appurtenances, either by (a) service upon Buyer of a written declaration of defauk, forfeiture and cancellation, or (b) by depositing in the Unoted States mail, postage prepaid, such written declaration addressed to Buyer either at the post office adress Buyer shall have caused to be filed with Sellar, or if no address be so filed the addressed to Buyer at 1132 Rhinett, Burlingame, California, 94010, or(c) by recording such written declaration in the office of the Recorder of San Mateo County; and such wrtiien declaration when served, mailed or recorded shall be conclusive proff in favor of subsequent purchases or encumbrances in good faith and for a valuable consideration of such default, forfeiture and cancellation by seller according to any of the methods above provided, all rights, estates and interest hereby created or then existion in favor of Buyer, or anyone claiming under him, shall cease and become null and void; and the right possession and all equitable and legal interest and estates in said realty, with all sums of money theretofore paid by Buyer, shall revert to, vest in and become the sole property of the Seller, as consideration for the excution of this Agreement, and also as liquidated damages for Buyer's failure to comply with the terms hereof, and not as a penalty.

Buyer and Seller futher agree that in the event Seller cancels and forfeits Buyers rights hereunder as provided above, Buyer will, at the option and upon demand of Seller, excute in favor of and deliver to Seller a good and sufficient Quit Claim Deed to said realty; and its acceptance by Seller shall operate as a full release of all Buyers's obligations hereunder.

Seller agrees within a reasonable time after Buyer's compliance with all the terms hereof to excute and deliver to Buyer a good and sufficient Deed, conveying said realty, and to furnish a Policy of Title Insurance showing title to said realty vested to buyer, both such Deed and Policy of Title Insurance to be and show subject only to encumberances herein mentioned and to such encumbrances as are not caused or created by Seller, to be paid for by Buyer.

It is further agreed as follows:

BUYER AGREES TO PAY THE YEARLY TAXES AND INSURANCE (WHEN APPLICABLE)

IN WITNESS WHEREOF, Seller and Buyer have, on the day and year the above written set thier hand and seals.

Chester V. Beers
(Buyer)

[illegible signature]
(Sellar)

Box 412
Sprague River or 97639 (2)

AGREEMENT FOR SALE OF REAL ESTATE

THIS AGREEMENT made in duplicate this 30th day of May 1976 by and between
Martin L. Espinosa
hereinafter called the Seller, and
Chester V. Beers
herinafter called the buyer.

Witnesseth: That the seller, in consideration of the covenants and agreement on the part of the buyer hereinafter contained, agrees to sell and convey unto the buyer, and said buyer agrees to buy the following described real property, situate in the county of Klamath, State of Oregon, to wit:

The South half of the East half of the Southwest quarter of Section 26, Township 36 south, Range 11 East, Willamette Meridian.

For the sum of Fourteen thousand two hundred dollars, ($14,200) in lawful money of the United States; payable as follows, to wit:

Three thousands dollars ($3,000) upon the execution of these presents, the receipt of which is hereby acknowledged, and the balance according to the terms of the Installment Note excuted with this Agreement.

INSTALLMENT NOTE (Limited installments including interest)

$ 14,200.00 Menlo Park, California, 30th of May, 1976

In installments, and at the times hereinafter, for value recieved, Chester V. Beers promise to pay to Martin L. Espinosa 650 Urban Lane, Palo Alto, California 94301 or order, at 650 Urban Lane, Palo Alto California 94301 The principal sum of FOURTEEN THOUSAND TWO HUNDRED Dollars with interest from June 10,1976 on the amounts of principal sum remaining from time to time unpaid, until said principal sum is paid, at the rate of 10 per cent per annum. Principal and interest payable in Monthly installments of ONE HUNDRED AND THIRTY THREE AND SEVENTEEN CENTS(133.17)or more each on the 10 day of each and every month beginning on June 10,1976 and continuing until June 10, 1987, on which date the balance of the principal will the be paid. Each payment shall be credited first, to the interest then due; and the remainder on the principal sum: and interest shall thereupon cease upon the amount so paid on said principal sum. And I agree that in case of default in the payment of any installments when due, the the whole of said principal sum then remaining unpaid, together with the interest that shall have secured thereon shall forthwith become due and payable at the election of the holder of this note, without notice. Principal and interest in lawful money of the United States. If action is commenced to enforce payment of this note I agree to pay such sum as the court may fix as attorneys' fees.

This note is secured by an Agreement for Sale bearing even date herewith.

Chester V. Beers
Chester V. Beers

Chester V. Beers
Box 412
Sprague River, Ore
97639

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Chester V. Beers'

this 29th day of January A. D. 19 79 at 8:45 o'clock A.M., and duly recorded in Vol. M79, of Deeds on Page 2326

Wm D. MILNE, County Clerk

By Bernetha G Letsch

Fee $12.00