

85644

M-38-18281-

CONTRACT OF SALE

Vol. 79 Page 8513

THIS CONTRACT made and entered into this 9th day of April, 1979, by and between PERLA DEVELOPMENT COMPANY, INC., an Arizona corporation, RIVERWOOD REALTY CORP., a Washington corporation, and ISAAC SHACHORY, a married man, hereinafter referred to as "Sellers," and PERLA DEVELOPMENT COMPANY, INC., an Arizona corporation, hereinafter referred to as "Purchaser"

W I T N E S S E T H :

The Sellers agree to sell to the Purchaser and the Purchaser agrees to purchase from the Sellers the following described real property situated in the county of Klamath, state of Oregon, to-wit:

Government Lots 4, 5, 6, 11 and 12 and that portion of Government Lot 3, lying West of the Oregon State Highway 62, all in Section 8, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, consisting of approximately 120.07 acres,

upon the following terms and conditions:

The purchase price is Sixty-Eight Thousand Seven Hundred forty-eight dollars and 48/100 (\$68,748.48), of which One Thousand dollars and no/100 (\$1,000) has been paid as a downpayment on the execution hereof, the receipt of which is hereby acknowledged, and the Purchaser agrees to pay the balance of said purchase price as follows:

1. A balloon payment of \$18,937.06 shall be due on or before September 25, 1980.

2. The remaining balance of \$48,811.42 shall be payable upon the following terms:

(a) The Purchaser shall execute a note and deed of trust or a first and second deed of trust for \$48,811.42, the beneficiaries of said deed of trust being the Sellers under this contract. The unpaid balance under the deed of trust shall bear interest at the rate of eight percent (8%) per annum from September 25, 1980. Purchaser will be given a Grant Deed.

(b) The Purchaser shall make ten annual payments as follows:

The first payment due September 25, 1981 for \$	4,881.14
The second payment due September 25, 1982 for	4,881.14
The third payment due September 25, 1983 for	4,881.14
The fourth payment due September 25, 1984 for	4,881.14
The fifth payment due September 25, 1985 for	4,881.14
The sixth payment due September 25, 1986 for	4,881.14
The seventh payment due September 25, 1987 for	4,881.14
The eighth payment due September 25, 1988 for	4,881.14
The ninth payment due September 25, 1989 for	4,881.14
The tenth payment due September 25, 1990 for	4,881.16

(c) Said payments shall be exclusive of interest.

(d) Interest shall be paid in addition to the above ten annual installments and shall be due and payable annually on the same date as the above annual payments.

3514

The Purchaser shall be entitled to possession of said premises as of the date of the signing of this contract. All real property taxes shall be prorated as of said date and all future real property taxes shall be paid by the Purchaser.

Sellers, upon payment in full by Purchaser shall secure a title insurance policy insuring marketable title in and to said premises in Purchaser; excluding however, any liens incurred by Purchaser during the time of his possession of said premises.

The property has been carefully inspected by the Purchaser and no agreements or representation pertaining thereto, or to this transaction, have been made, save such as are stated herein.

The Purchaser agrees to pay before delinquent all assessments which shall hereafter be assessed against the property and any which, as between Sellers and Purchaser hereafter become a lien upon the premises; not to permit waste; and not to use the premises for any illegal purpose. If the Purchaser shall fail to pay before delinquent any such assessments, the Sellers may pay them and the amount so paid shall be deemed part of the purchase price and be payable forthwith with interest at the rate of eight percent (8%) per annum until paid, without prejudice to any other rights of the Sellers by reason of such failure.

The Purchaser assumes all risk of taking of the property for a public use and agrees that any such taking shall not constitute a failure of consideration, but all monies received by Sellers by reason thereof shall be applied as a payment on account of the purchase price, less any sums which the Sellers may be required to expend in procuring such monies.

Time is of the essence hereof, and in the event Purchaser shall fail to pay any amount herein provided within thirty (30) days of the due date thereof, or shall fail to comply with or perform any condition or agreement hereof promptly at the time and in the manner herein required, the Sellers may elect to declare all of the Purchaser's rights, all payments made hereunder and all improvements placed upon the premises shall be forfeited to the Sellers as liquidated damages, and the Sellers shall have the right to re-enter and take possession of the property; and if the Sellers after such forfeiture shall commence an action to procure an adjudication of the termination of the Purchaser's rights hereunder, the Purchaser agrees to pay the expense of searching the title for the purpose of such action, together with all costs and a reasonable attorney's fees.

This contract has been prepared by Crane & Bailey, Attorneys at Law, 540 Main Street, Suite 204, Klamath Falls, Oregon 97601, as attorneys for the Purchaser. Sellers acknowledge the right to seek separate counsel to advise them in this transaction.

Until a change is requested, all tax statements shall be sent to:

Perla Development Company, Inc. C/O Robert M. Perla
1922 Stradella Road
Los Angeles, California 90024

3515

IN WITNESS WHEREOF, the parties have executed this contract in triplicate on the date first above written.

PERLA DEVELOPMENT CO., INC.

PERLA DEVELOPMENT CO., INC.

By [Signature] President

By [Signature] President

RIVERWOOD REALTY CORP.

By [Signature] President

Isaac Shachory
Isaac Shachory

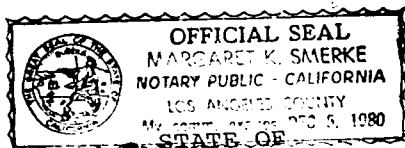
SELLERS

Return To: TIA
So. 6th Office
Send Tax Statements To
Perla Development Co., Inc.
1922 Stradella
Los Angeles Calif. 90024
PURCHASER

STATE OF CALIFORNIA)

County of Los Angeles ss.

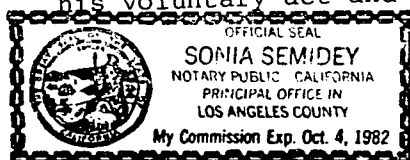
Personally appeared the above named representative of Perla Development Co., Inc. and acknowledged the foregoing contract his voluntary act and deed this 20 day of April, 1979.
Noted signed as buyer and seller.



[Signature]
Notary Public for
My Commission expires: June 8, 1980

County of Los Angeles ss.

Personally appeared the above named ISAAC SHACHORY and acknowledged the foregoing contract his voluntary act and deed this 12th day of April, 1979.



[Signature]
Notary Public for
My Commission expires: Oct. 4, 1982

STATE OF)
County of) ss.

STATE OF WASHINGTON.)
County of King) ss.



On this 16th day of April A. D., 19 79
before me personally appeared Robert P. Kugler

to be the President of the corporation that executed the within and foregoing instrument, and acknowledged the said instrument to be the free and voluntary act and deed of said corporation for the uses and purposes therein mentioned, and on oath stated that he was authorized to execute said instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

[Signature]
Notary Public in and for the State of Washington, residing at [Address]

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 18th day of April A.D., 19 79 at 11:03 o'clock A M., and duly recorded in Vol. 1179 of Deeds on Page 853.

FEE \$9.00

WM. D. MULLINE, County Clerk
By [Signature] Deputy

TA