

K-3223571930

Vol. 79, Page 18796

This Agreement, made and entered into this 2nd day of August, 1979 by and between

LEONARD W. JOHNSON,
hereinafter called the vendor, and
BILL WARD
hereinafter called the vendee.

WITNESSETH

that the Vendor agrees to sell to the vendee and the vendee agrees to buy from the vendor all of the following described property situate in Klamath County, State of Oregon, to-wit:
**Lot 4 Block 30 Fifth Addition/River Acres,
according to the official plat thereof on
file in the office of the County Clerk of
Klamath County, Oregon**

at and for a price of \$ 28,000.00, payable as follows, to-wit: \$ 5,600.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$ 22,400.00 with interest at the rate of 10 % per annum from date of closing 8/17/79 payable in installments of not less than \$ 240.72 per month, inclusive of interest, the first installment to be paid on the 1st day of Sept 1979 and a further installment on the 1st day of every month thereafter until the full balance and interest are paid. In addition to the monthly payments herein, Vendee shall pay all taxes and assessments when due. In the event Vendee does not pay said taxes and assessments, Vendor may, at his option, pay the same and add said sums so paid back to the principal of this contract, to bear interest at the rate provided herein.

Vendee agrees to make said payments promptly on the dates above named to the order of the vendor, or the survivors of them, at the Western 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 and that said property will be kept insured in companies approved by vendor against loss or damage by fire in a sum not less than \$ full ins. value, with loss payable to the parties, as their respective interests may appear, said policy or policies of insurance to be held Vendor copy to Vendee; that vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatever nature and kind. Taxes to be prorated as of date of closing.

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. Vendee shall be entitled to the possession of said property as of date of closing.

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 as set forth in said Warranty Deed.

which vendee assumes, and will place said deed

together with one of these agreements in escrow at the Western Bank,

at Klamath Falls, Oregon, and shall enter into written escrow instruction in form satisfactory to said escrow holder, instructing said escrow holder that when, and if, vendee 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 vendee, but that in case of default by vendee said escrow holder shall, on demand, surrender said instruments to vendor.

Escrow fees shall be deducted from the first payment made hereunder. The escrow holder may deduct cost of necessary revenue stamps from final payments made hereunder.

In the event vendee 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 this agreement by suit in equity; (4) To declare this 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 vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and re-vest 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 this contract or to enforce any of the provisions hereof, vendee agrees to pay reasonable cost of title report and title search and such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of such trial court, the vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by vendor at any time to require performance by vendee of any provisions 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.

In construing this contract, it is understood that vendor or the vendee 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 corporations and to individuals.

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.

It is understood by the parties hereto that there is a certain loan upon the mobile home situated upon the above described property to United States National Bank of Oregon, which shall be the sole responsibility of the Vendor therein and Vendor shall hold Vendees harmless thereon.

It is further understood by the parties hereto that there is a certain Land Sale Contract wherein Klamath River Acres of Oregon, Ltd., is Seller and Leonard W. Johnson, is Buyer, escrowed at Western Bank, which shall be the sole responsibility of the Vendor and Vendor shall hold Vendees harmless thereon.

In the event Vendee is more than five (5) days late upon the payments due hereunder there shall be an additional late charge in the sum of \$15.00 due by the Vendor of 1966 to 1967.

Witness the hands of the parties the day and year first herein written.

VANDENBERG AND BRANDSNESS

ATTORNEYS AT LAW

311 PINE STREET

KLAMATH FALLS, OREGON, 97603

TELEPHONE 503/862-5501

CONTRACT OF SALE

-3-

18798

Aug 2, 1979

It is understood and agreed by the parties hereto that fire, extended coverage and theft insurance shall be carried upon the mobile home situated upon the real property described herein, until the existing loan to United States National Bank of Oregon on said mobile home is paid in full. Said insurance policy to be held by Vendor and the premiums thereon to be paid by Vendee.

Vendor shall apply the proceeds from any claim upon the insurance policy for losses sustained, first to the repairs as agreed by the Vendee; second to the principal balance of the United States National Bank encumbrance; and third to the principal balance of this contract. In the event Vendor fails to comply with this provision, the principal balance due under this contract shall be reduced to the extent of said insurance claim payment.

In the event Vendee prepays the principal due under this contract, the proceeds of said prepayment shall be applied as follows: (1) payment to United States National Bank upon the mobile home loan; (2) payment to Western Bank upon the existing Land Sale Contract; and (3) to the vendor of this contract.

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

Leonard W. Johnson Seller

Bill Ward Buyer

STATE OF OREGON)
County of Klamath) ss. Aug 2, 1979.

Personally appeared the above-named LEONARD W. JOHNSON and BILL WARD and acknowledged the foregoing instrument to be their voluntary act. Before me:

Leonard W. Johnson
Notary Public for Oregon
My Commission expires: 1981

Mail to Plaintiff to

Bill Ward
Box 61 Dorris Ca

Return to KCTO

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 7th day of August A.D. 19 79
at 3:53 o'clock P M, and duly
recorded in Vol. 479 of Deeds
ago 18798

Wm D. MILNE, County Clerk

By Barbara M. Moch Deputy

Fee \$10.50