

17238

## C O N T R A C T   O F   S A L E

This agreement, made and entered into this 11<sup>th</sup> day of November, 1972, by and between RUTH E. BUHRLE, hereinafter called the VENDOR, and PAUL S. FOX and MARY A. FOX, husband and wife, hereinafter called the VENDEE.

## W I T N E S S E T H

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:

A tract of land situated in the NE $\frac{1}{4}$  NW $\frac{1}{4}$  of Sec. 18, T. 38 S., R. 9 EWM, more particularly described as follows: Beginning at a point which lies 178.3 feet S. 60° 02' W. of the intersection of the Easterly right-of-way of the Dalles-California Highway and the Section line common to Sections 7 and 18, T. 38 S. R. 9 EWM, and following said right-of-way line S. 60° 02' W. to a point 90.6 feet distant; thence S. 89° 09' E. to a point 718.8 feet distant; thence N. 00° 51' E. to a point 89.3 feet distant; thence N. 89° 05' W. a distance of 710.7 feet to the point of beginning.

SUBJECT TO: (1) Right of the public in and to any portion of said premises lying within the limits of public roads and highways; (2) Right of Way, including the terms and provisions thereof, from Klamath Development Company to the California Oregon Power Company dated August 28, 1923, recorded 8/29/23 in Book 61 at page 400, Deed Records of Klamath County, Oregon.

at and for a price of \$13,500, payable as follows, to-wit: \$800 which has heretofore been paid; the further sum of \$2,000 on or before the 15th day of May, 1973; said sum having been assigned to DEL PARKS, Attorney at Law, subject to the terms set forth below, and the balance of purchase price, together with interest at the rate of seven (7) percent per annum from the 1st day of December, 1972, payable in installments of not less than \$125 per month, inclusive of interest, the first installment to be paid on the 1st day of December, 1972, and a further installment on the 1st day of every month thereafter until the full balance and interest are paid; provided, however, in the event the

CONTRACT OF SALE

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1 monthly payments on the mortgage hereinafter mentioned are  
2 increased to more than \$10120 per month, VENDEE expressly agrees  
3 that the monthly payments hereunder shall be increased in like  
4 amount. It is further agreed that the taxes and fire insur-  
5 ance premiums on said property will be paid by Mortgagee and/or  
6 VENDOR during the term of this contract, and when so paid such  
7 sums shall be added to and become a part of the unpaid balance  
8 of this contract and shall bear interest at the rate of 7 per-  
9 cent per annum.

10 VENDEE agrees to make said payments promptly on  
11 the dates above named to the order of the VENDOR, or the sur-  
12 vivors of her, at the Klamath Falls Branch of the First National  
13 Bank of Oregon, Sixth and Main Streets, Klamath Falls, Oregon;  
14 to keep said property at all times in as good condition as the  
15 same now are, that no improvement now on or which may hereafter  
16 be placed on said property shall be removed or destroyed before  
17 the entire purchase price has been paid and that said property  
18 will be kept insured in companies approved by VENDOR against  
19 loss or damage by fire in a sum not less than \$13,500, with  
20 loss payable to the parties as their respective interests may  
21 appear; said policy or policies of insurance to be held by MORTGAGEE;  
22 That VENDEE shall pay regularly and seasonably and before the  
23 same shall become subject to interest charges, all taxes, assess-  
24 ments, liens and incumbrances of whatsoever nature and kind as  
25 above set forth; and agrees not to suffer or permit any part  
26 of said property to become subject to any taxes, assessments,  
27 liens, charges or incumbrance whatsoever having precedence over  
28 the rights of the VENDOR in and to said property. VENDEE shall  
29 be entitled to the possession of said property immediately.

30 Taxes and insurance have been pro-rated as of  
31 December 1, 1972, and have heretofore been paid by the VENDOR to

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1 the VENDEE.

2           VENDOR will on the execution hereof make and  
3 execute in favor of VENDEE good and sufficient Warranty Deed  
4 conveying a fee simple title to said property free and clear as  
5 of this date of all incumbrances whatsoever, except those above  
6 set forth, which VENDEE assumes, and will place said Deed and  
7 a Purchaser's policy of title insurance in the sum of \$13,500  
8 covering said premises, together with one of these agreements in  
9 escrow at the Klamath Falls Branch of the First National Bank  
10 of Oregon, at Klamath Falls, Oregon, and shall enter into  
11 written escrow instructions in form satisfactory to said Escrow  
12 Holder, instructing said Escrow Holder that when, and if, VENDEE  
13 shall have paid the balance of the purchase price in accordance  
14 with the terms and conditions of this contract, said Escrow  
15 Holder shall deliver said instruments to VENDEE, but that in  
16 case of default by VENDEE, said Escrow Holder shall, on demand,  
17 surrender said instruments to VENDOR.

18           Escrow fees shall be paid herewith by the VENDOR.

19           The VENDOR has heretofore assigned the \$2,000 pay-  
20 ment called for by the terms of this contract on or before May 15,  
21 1973, to DEL PARKS, Attorney at Law, 209 Boivin Building, Klamath  
22 Falls, Oregon, and the VENDOR expressly directs the VENDEE to  
23 make the \$2,000 payment directly to DEL PARKS, payable by check  
24 or money order, made to his order, and expressly directs that  
25 the payment of said \$2,000 shall not be made to the Escrow Holder.  
26 VENDOR further directs that the Escrow Holder shall accept a  
27 receipt from the said DEL PARKS evidencing payment of said sum  
28 and upon receipting said receipt from DEL PARKS, shall credit  
29 the VENDEE'S contract balance to properly reflect the payment  
30 of said sum.

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1 But in case VENDEE shall fail to make the payments  
2 aforesaid, or any of them, punctually and upon the strict terms  
3 and at the times above specified, or fail to keep any of the other  
4 terms or conditions of this agreement, time of payment and strict  
5 performance being declared to be the essence of this agreement,  
6 then VENDOR shall have the following rights: (1) To foreclose  
7 this contract by strict foreclosure in equity; (2) To declare  
8 the full unpaid balance immediately due and payable; (3) To  
9 specifically enforce the terms of this agreement by suit in  
10 equity; (4) To declare this contract null and void, and in any  
11 of such cases, except exercise of the right to specifically en-  
12 force this agreement by suit in equity, all of the right and  
13 interest hereby created or then existing in favor of VENDEE  
14 derived under this agreement shall utterly cease and determine,  
15 and the premises aforesaid shall revert and revest in VENDOR  
16 without any declaration of forfeiture or act of re-entry, and  
17 without any other act by VENDOR to be performed and without any  
18 right of VENDEE of reclamation or compensation for money paid  
19 or for improvements made, as absolutely, full and perfectly as  
20 if this agreement had never been made.

21 Should VENDEE, while in default, permit the premises  
22 to become vacant, VENDOR may take possession of same for the  
23 purpose of protecting and preserving the property and her security  
24 interest therein, and in the event possession is so taken by  
25 VENDOR, she shall not be deemed to have waived her right to exer-  
26 cise any of the foregoing rights.

27 And in case suit or action is instituted to foreclose  
28 this contract or to enforce any of the provisions hereof, VENDEE  
29 agrees to pay reasonable cost of title report and title search  
30

1 and the losing parties shall pay to the prevailing parties  
 2 their reasonable attorney fees, including such attorney fees  
 3 as are incurred upon appeal, if any.

4 VENDEE further agrees that failure by VENDOR at  
 5 any time to require performance by VENDEE of any provision  
 6 hereof shall in no way affect VENDOR'S right hereunder to en-  
 7 force the same, nor shall any waiver by VENDOR of any breach  
 8 of any provision hereof be held to be a waiver of any succeeding  
 9 breach of any such provision, or as a waiver of the provision  
 10 itself.

11 This agreement shall bind and inure to the benefit  
 12 of, as the circumstances may require, the parties hereto and  
 13 their respective heirs, executors, administrators and assigns.

14 The above described real property is presently  
 15 subject to a Trust Deed, including the terms and provisions  
 16 thereof, dated April 1, 1963, recorded April 1, 1963, in Mortgage  
 17 Book 216 at Page 305, given to secure the payment of \$12,200  
 18 with interest thereon and such future advances as may be pro-  
 19 vided therein, executed by William C. Weber and Joyce L. Weber,  
 20 husband and wife, to Oregon Title Company of Klamath County,  
 21 Trustee for beneficiary, the First National Bank of Oregon,  
 22 Portland, Oregon, which the VENDEE does not assume and VENDOR  
 23 agrees to hold VENDEE harmless therefrom.

24 (In construing this contract, it is understood that  
 25 VENDOR or the VENDEE may be more than one person; that if the  
 26 context so requires the singular pronoun shall be taken to mean  
 27 and include the plural, the masculine, the feminine and the neu-  
 28 ter, and that generally all grammatical changes shall be made,  
 29 assumed and implied to make the provisions hereof apply equally  
 30 to corporations and individuals.)

31 WITNESS the hands of the parties the day and year

32 first herein written.

33 Ruth E. Buhrle  
 34 Ruth E. Buhrle

35 Paul S. Fox  
 36 Paul S. Fox

37 Mary A. Fox  
 38 Mary A. Fox

39 State of OREGON: COUNTY OF KLAMATH: ss.

40 I hereby certify that the within instrument was received and filed for record on the

41 16 day of Nov A.D., 1982 at 11:36 o'clock A.M., and duly recorded in

42 Vol M82 of Deeds on page 15225.

43 Fee \$ 20.00

EVELYN BIEHN

COUNTY CLERK

By J. McArthur deputy

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