

38530

CONTRACT OF SALE

THIS AGREEMENT is made on the 1st day of July, 1984, between JOHN ROBERTS and GORDON MALCOMB, hereinafter referred to as "sellers," and ROBERT W. ADAMS, hereinafter referred to as "purchaser."

IN CONSIDERATION for the agreements of the purchaser herein, the sellers do hereby agreed to sell, and the purchaser agrees to purchase the following described real property located in Klamath County, State of Oregon, being more particularly described as follows:

The Northerly 70 feet of Lot 4 in Block 23, Original Town to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

SUBJECT TO:

1. Taxes for 1980-81, as well as any other taxes which are due and payable on said property.
2. Assessments and charges of the City of Klamath Falls for monthly water and/or sewer service.

3. The following judgments against GORDON MALCOMB:

Judgment against Gordon Wayne Malcomb held by Adult and Family Services Division, docketed April 26, 1978, in Judgment Lien Docket 33, page M-13, Case No. 78-346E, in the amount of \$150.00 per month, payment being made to Department of Human Resources, records of Klamath County, Oregon.

Judgment against Gordon Wayne Malcomb, held by Cloris Sharon Malcomb, docketed May 3, 1979, in Judgment Lien Docket 34, page M-13, Case No. 78-611, Control No. 3837, in the amount of \$375.00 per month as of June 13, 1979, payments are being made to the Department of Human Resources, records of Klamath County, Oregon.

4. The interests of Janet S. Rawlins, a title holder in fee simple subject to that certain contract entered into between Janet S. Rawlins and John Roberts and Gordon Malcomb, said contract entered into on _____ day of _____, 1980.

cash
40.00
1/8

HENDERSON
& MOLATORE
ATTORNEYS AT LAW
428 MAIN STREET
KLAMATH FALLS,
OREGON 97601-6084
TELEPHONES
(503) 884-7731
884-2030

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1 Certain items of personal property are also being trans-
2 ferred by the sellers to the purchaser, and attached hereto marked
3 Exhibit A and by this reference incorporated is listing of said
4 personal property.

5 1. PURCHASE PRICE: Purchaser agrees to pay to the
6 sellers the sum of \$57,000.00 for the above-described property.
7 Sellers acknowledge receipt of \$500.00 as earnest money, and
8 sellers acknowledge the receipt of \$3,000.00 upon the execution
9 hereof. The remaining balance of \$53,500.00 is payable pursuant
10 to the purchaser assuming all liabilities for payment to Janet S.
11 Rawlins according to the terms of the contract dated the ____ day
12 of _____, 1980, and purchaser will hold the sellers harm-
13 less from said agreement which purchaser has reviewed. Purchaser
14 will assume liability for said contract upon execution hereof and
15 will begin making monthly payments of \$375.00 per month on July 1,
16 1984, and a like payment to be made each month thereafter until
17 said contract to Janet S. Rawlins is satisfied. Purchaser agrees
18 to pay the sum of \$20,104.00 to sellers in payments of \$500.00 per
19 month, first payment due July 1, 1984, and a like payment each
20 month thereafter until July 1, 1985, when a balloon payment fully
21 satisfying all outstanding balance and interest owing as of that
22 date. Interest shall accrue on said \$20,104.00 at the rate of
23 8 percent per annum.

24 2. CLOSING: All taxes, payables and rents shall be
25 pro-rated between the parties as of July 1, 1984, and purchaser
26 shall be entitled to physical possession of the premises as of
27 that date. The parties agree to handle the closing of this trans-
28 action between themselves personally, and the purchaser does not

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1 request title insurance from the sellers.

2 3. INSURANCE: Purchaser agrees to keep all improvements
3 on the property and any hereafter erected upon the premises insured
4 against loss or damage by fire in the amount of the full insurable
5 value with loss payable to sellers and to Janet S. Rawlins according
6 to their interests in said property.

7 4. REPRESENTATION: Purchaser acknowledges he has made
8 an independent investigation and inspection of the real property
9 and the improvements described herein and that he has entered into
10 this contract without relying upon any statements or representations
11 other than those specifically set forth in this agreement. Pur-
12 chaser has had an opportunity to review this agreement with inde-
13 pendent legal counsel, and this agreement was prepared by Leslie
14 Klein, Attorney at Law, 426 Main Street, Klamath Falls, Oregon,
15 on behalf of the sellers, and purchaser acknowledges that Leslie
16 Klein represents sellers only and does not represent purchaser.

17 5. DEED: Sellers agree to execute a sufficient deed
18 conveying the above-described premises to the purchaser upon the
19 purchaser's performance herein.

20 6. ASSIGNMENT: This contract shall be binding upon
21 and inured to the benefit of the parties, their successors and
22 assigns; but no interest of the purchaser shall be assigned,
23 subcontracted or otherwise transferred, voluntarily or involuntarily,
24 without the prior written consent of the sellers. Consent by the
25 sellers to one transfer shall not constitute consent to other
26 transfers or waiver of this section.

27 7. CONDITION OF THE PROPERTY: Purchaser accepts the
28 land, building and improvements and all other aspects of the pro-

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1 perty in their present conditions, AS IS, including any latent
2 defects, without any representations or warranties expressed or
3 implied by the sellers. The purchaser agrees that he has ascer-
4 tained from sources other than the sellers the applicable zoning,
5 building, housing and other regulatory ordinances and laws and that
6 he accepts the property with full awareness of these ordinances
7 and laws as they may affect the present use or future use of the
8 property.

9 8. MAINTENANCE: Commencing with the possession date
10 and thereafter at all times during the term of this agreement, the
11 purchaser shall with respect to the property do the following:

12 a) Promptly comply with all laws, ordinances,
13 regulations, directions, rules and requirements of all
14 governmental authorities applicable to the use or
15 occupancy of the property, and in this connection
16 promptly make all the required repairs, alterations
17 and additions.

18 b) Keep all buildings and improvements properly
19 insured as described above. Certificates evidencing
20 insurance policies shall be delivered to the sellers and
21 shall contain a stipulation providing that coverage
22 will not be cancelled or diminished without a minimum
23 of 10-days' written notice to the sellers. In the
24 event of a loss, the purchaser shall give immediate
25 notice to the sellers. The sellers may make proof
26 of loss if the purchaser fails to do so within 15
27 days of the casualty.

28 c) Purchaser shall neither commit nor permit

1 waste of the said premises, and sellers reserve the
2 right to go on said property at any time during the
3 term of this agreement for the purpose of inspecting
4 and protecting same. It is further understood by the
5 purchaser that Janet S. Rawlins has the right to go
6 on said property at any time during the term of the
7 agreement being assumed by the purchaser for said
8 reason of inspecting and protecting said property.

9 9. INDEMNIFICATION: Purchaser shall indemnify and
10 defend the sellers from any claim, loss or liability arising out
11 of or related to any activity of the purchaser on the property or
12 any condition of the property. Purchaser further indemnifies the
13 sellers from any claims made by Janet S. Rawlins pursuant to her
14 ownership interest in said real property and indemnifies sellers
15 with respect to that certain contract regarding said real property
16 dated the ____ day of _____, 1980.

17 10. DEFAULT: Time is of the essence of this contract.
18 A default shall occur if:

- 19 a) Purchaser fails to make any payments within 10 days
20 after they are due.
21 b) Purchaser fails to perform any other obligation
22 imposed by this agreement.
23 c) Purchaser becomes insolvent, a receiver is appointed
24 to take possession of all or a substantial part of the
25 purchaser's properties, the purchaser makes an assign-
26 ment for the benefit of creditors or files a voluntary
27 petition in bankruptcy, or the purchaser is subject to
28 an involuntary petition in bankruptcy. The occurrence

of any one of these events shall constitute default.

In the event of default, the sellers may take any one or more of the following steps:

- a) Declare the entire balance of the purchase price immediately due and payable.
- b) Foreclose this contract by suit in equity.
- c) Specifically enforce the terms of this contract by suit in equity.
- d) Declare this contract null and void as of the date of the breach and retain as liquidated damages the amount of the payments previously made hereunder. In such event, all right, title and interest of the purchaser to the property shall revert to and be vested in the sellers without any act or re-entry or without any other act by the sellers to be performed, and the purchaser agrees to peaceably surrender the property to the sellers. Should the purchaser fail to do so, the sellers at their option may treat the purchase as tenant holding over unlawfully after the expiration of a lease, and the purchaser may be ousted and removed as such.

The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

11. NOTICE: The sellers are not required for default to give the purchaser a notice with respect to the failure to make any payments hereunder within 10 days after which they are due. Notice is required for default based upon the failure of the purchaser to perform other obligations imposed by this contract, and

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1 10 days after receipt of written notice specifying the manner of
 2 default, the purchaser shall have cured said default or be subject
 3 to the sellers' default remedies above. Written notice shall be
 4 effective when actually delivered or when deposited in the mail,
 5 postage prepaid, addressed to purchaser at the address of 42 Pine
 6 Street, Klamath Falls, Oregon 97601.

7 12. WAIVER: Failure of the sellers at any time to require
 8 performance of any provision of this contract shall not relinquish
 9 the rights of the sellers to enforce the provisions nor shall any
 10 waiver by the sellers of any breach of any provision be a waiver of
 11 any succeeding breach of that breach or waiver of that provision
 12 itself or any other provision.

13 13. LITIGATION EXPENSES: The purchaser and sellers agree
 14 that in the event litigation involving this agreement occurs that
 15 the prevailing party shall be entitled to reasonable attorney's
 16 fees and collections costs even though no suit or action is actually
 17 filed. Said fees and costs shall be collected by the prevailing
 18 party in the event of trial or appeal as well.

19 14. POWER OF ATTORNEY: Attached hereto and by this refer-
 20 ence incorporated is copy of power of attorney authorizing GORDON
 21 MALCOMB to execute this agreement on behalf of JOHN ROBERTS, and
 22 GORDON MALCOMB represents to the purchaser that he is authorized
 23 to enter into this agreement and to bind JOHN ROBERTS as seller.

24 IN WITNESS WHEREOF, the parties have caused this contract
 25 to be executed on the date first written above.

26 SELLERS:

27 John Roberts by Gordon Malcomb
 28 JOHN ROBERTS by Gordon Malcomb
 pursuant to power of attorney

PURCHASER:

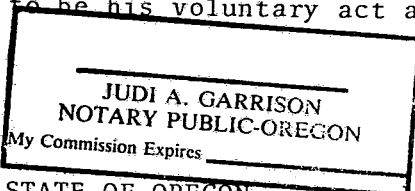
Robert W. Adams
 ROBERT W. ADAMS

HENDERSON
 & MOLATORE
 ATTORNEYS AT LAW
 426 MAIN STREET
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1 STATE OF OREGON)
 2 County of Klamath) ss.

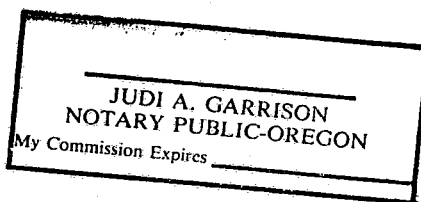
3 On the 27th day of June, 1984, personally appeared
 4 before me the above-named GORDON MALCOMB, on behalf of himself and
 5 on behalf of JOHN ROBERTS, and he acknowledged that he has authority
 6 through power of attorney to execute the foregoing document on
 7 behalf of JOHN ROBERTS, and he acknowledged the forgoing document
 8 to be his voluntary act and deed.



Judi A. Garrison
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 12-08-87

9 STATE OF OREGON)
 10 County of Klamath) ss.

11 On the 27th day of June, 1984, personally appeared
 12 before me the above-named ROBERT W. ADAMS and acknowledged to me
 13 that the foregoing document was his voluntary act and deed.



Judi A. Garrison
 NOTARY PUBLIC FOR OREGON
 My Commission Expires: 12-08-87

SPECIAL POWER OF ATTORNEY

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KNOW ALL MEN BY THESE PRESENTS, that I, JOHN ROBERTS, also known as MATTHEW ROBERTS, have made GORDON MALCOMB my true and lawful attorney for my benefit, and do hereby constitute and appoint GORDON MALCOMB to be my true and lawful attorney for me and in my name, place and stead and for my use and benefit to act with respect to my interests in Klamath Restoration Group, and my interests in certain real property described as 42 Pine Street, Klamath Falls, Oregon; 120 Ewauna Street, Klamath Falls, Oregon; and 124 Ewauna Street, Klamath Falls, Oregon.

It is my intention to grant unto the said GORDON MALCOMB full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done, as fully for all intents and purposes as I might or could do if personally present, hereby ratifying and confirming all that my said attorney shall lawfully do or cause to be done by the virtue hereof.

This special power of attorney has been executed freely and voluntarily, this 22nd day of January, 1982.

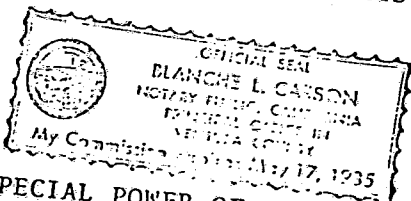
JOHN ROBERTS

John Roberts

STATE OF CALIFORNIA, County of Ventura) ss.

Personally appeared the above-named JOHN ROBERTS also known as MATTHEW ROBERTS and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me this 22 day of January, 1982.



SPECIAL POWER OF ATTORNEY

Blanche L. Carson
NOTARY PUBLIC FOR CALIFORNIA
My Commission Expires:

11434

EXHIBIT "A"

120 Ewana

refrigerator, electric stove, two end tables,
one corner cabinet, one two-drawer cabinet, one
single bed

124 Ewana

refrigerator, electric stove, one recliner

42 Pine

one trash burner

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record . . .
this 6th day of July A. D. 19 84 at 3:38 o'clock PM., and
duly recorded in Vol. M84, of Deeds on Page 11425

By EVLLYN BIEHN, County Clerk
Bernetha D. Ketch

Fee: \$40.00
Indexing \$1.00

EXHIBIT "A"

Return to: Robert W Adams
515 No 2ND
K. Falls OR, 97601