

CONTRACT FOR SALE OF REAL PROPERTY

THIS AGREEMENT, Made and Entered into this 1<sup>st</sup> day of June, 1987, by and between BARBARA CHRISMAN, hereinafter referred to as SELLER, and DENNIS HURTIENNE, hereinafter referred to as BUYER;

WITNESSETH:

That for and in consideration of the sums of money to be paid at the times and in the amounts hereinafter specified, and for and in consideration of each and all of the terms and conditions herein contained, SELLER does hereby agree to sell to BUYER and BUYER does hereby agree to purchase from SELLER, the following described real property located in the County of Klamath, State of Oregon, to-wit:

Lot 2, Block 27, Highway 66 Unit Plat 2,  
KLAMATH FOREST ESTATES.

PURCHASE PRICE: The purchase price to be paid to the SELLER for said premises shall be the sum of \$8,500.00 Dollars. The purchase price shall be paid in monthly installments of not less than \$100.00 Dollars, with no interest thereon. The first such installment shall be due on the 15th day of July, 1987, and a like installment shall be paid on the 15th day of each month thereafter until the entire purchase price has been paid in full. SELLER shall provide BUYER with a receipt for each payment received.

PREPAYMENT: BUYER shall have the privilege of increasing any monthly payment or prepaying the whole of the purchase price at any time during the life of this Contract.

WARRANTY OF TITLE: SELLER will on the execution hereof make and execute in favor of BUYER, a good and sufficient Warranty Deed conveying a fee simple title to said premises, free

and clear as of this date of all encumbrances whatsoever, and will place said Deed together with one of these Contracts of Sale, and recorded Memorandum of Contract in escrow at Mountain Title Company, hereby instructing said escrow holder that when, and if, BUYER shall have paid the balance of the purchase price and shall have in all other respects fully complied with all of the terms and conditions of this Contract, said escrow holder shall deliver said Deed to BUYER.

PLACE OF PAYMENT: All payments herein called for shall be delivered to the escrow agent at Mountain Title Company, 407 Main Street, Klamath Falls, Oregon 97601.

PRO-RATE OF TAXES: Real property taxes applicable to the real property herein conveyed shall be prorated by and between SELLER and BUYER as of the date BUYER is entitled to possession of the premises.

FUTURE TAXES: BUYER agrees to pay when due all taxes which are hereafter levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

REPAIRS AND MAINTENANCE: BUYER shall at all times during the life of this Contract maintain the premises and the grounds immediately surrounding in as good as condition as the same are presently in, normal wear and tear excepted.

POSSESSION: BUYER shall be entitled to possession of the premises as of 6/1, 1987.

DEFAULT: In the event that BUYER shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, SELLER shall, at their option, subject to the rights of notice as herein provided, have the following rights:

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1. To foreclose this Contract by strict foreclosure in equity.
2. To declare the full unpaid balance of the purchase price immediately due and payable.
3. To specifically enforce the terms of this agreement by suit in equity.

BUYER shall not be deemed in default for failure to perform any covenant or condition of this contract, other than failure to make payments as provided for herein, until notice of said default has been given by SELLER to BUYER and BUYER shall have failed to remedy said default within ninety (90) days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to BUYER at the address contained herein.

If BUYER shall fail to make payments as herein provided and said failure shall continue for more than ninety (90) days after the payment becomes due, BUYER shall be deemed in default and SELLER shall not be obligated to give notice to BUYER of a declaration of said default.

NOTICE: Any notices to be given under the terms of this Contract shall be given to the SELLER as follows:

Barbara Chrisman  
~~317 N. Main, Space 4~~ P. O. Box 942 *PC*  
~~Ukiah, California 95402~~ 95464  
Nice

to the BUYER as follows:

Dennis Hurtienne  
Route 1, Box 705  
Bonanza, OR 97623

WAIVER: Failure by SELLER at any time to require performance by BUYER of any of the provisions hereof shall in no way affect SELLER'S rights hereunder to enforce the same, nor shall any waiver by SELLER of any breach hereof be held

to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

COSTS OF SALE: It is expressly understood and agreed between the parties that the firm of Parks & Ratliff, Attorneys at Law, 228 North 7th Street, Klamath Falls, Oregon, has been retained by and is representing BUYER in this transaction. It is further agreed and understood between the parties that all attorney fees for the preparation of sale documents and all escrow charges for this transaction shall be shared equally between SELLER and BUYER.

ATTORNEY FEES: Should any suit or action be brought to enforce any of the terms of this Contract, the prevailing party in such suit or action shall be entitled to a reasonable sum as attorney fees, in addition to costs and disbursements as provided by law; and if any appeal is taken from any decision of the trial court, such further sum as may be fixed by the appellate court, as reasonable attorney fees in the appellate court, in addition to costs and disbursements as provided by law.

CONSTRUCTION: In construing this Contract, it is understood that SELLER or BUYER may be more than one person, that if the context so requires, singular pronouns shall be taken to mean and to 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 one or more persons.

INTEGRATION: This contract constitutes a whole and complete statement of the agreement between the parties; and there are no representations or agreements not contained in this document pertaining to this transaction.

TITLES: Paragraph headings in this Contract are for

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convenience only and are not to be construed as part of this agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and year first hereinabove written.

SELLER:

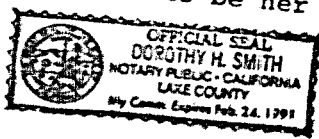
BUYER:

Barbara Chrisman  
BARBARA CHRISMAN

Dennis R. Hurtienne  
DENNIS HURTIENNE

STATE OF CALIFORNIA )  
County of Lake ) ss.

On this 15 day of June, 1987, personally appeared the above-named SELLER, and acknowledged the foregoing instrument to be her voluntary act and deed.



Dorothy H. Smith  
NOTARY PUBLIC FOR CALIFORNIA  
My commission expires: \_\_\_\_\_

STATE OF OREGON )  
County of Douglas ) ss.  
Klamath

On this 30th day of June, 1987, personally appeared the above-named BUYER, and acknowledged the foregoing instrument to be his voluntary act and deed.

Sala J. Haines  
NOTARY PUBLIC FOR OREGON  
My commission expires: 4/13/91

Att. Parks & Ratliff  
228 W. 7th St  
MFO

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Parks & Ratliff, Attorneys at Law the 8th day of July A.D. 19 87 at 11:03 o'clock A.M., and duly recorded in Vol. M87 of Deeds on Page 11964.

FEE \$21.00

Evelyn Biehn, County Clerk  
By PAM Smith