

75392

## CONTRACT OF SALE

Vol. 94 Page 3587

THIS AGREEMENT between CHARLES D. HESCOCK and BLANCHE A. HESCOCK, husband and wife, as Seller, hereinafter called Seller, and HARRY WILLIAMS and KAREN WILLIAMS, husband and wife, as Purchaser, hereinafter called Purchaser:

**PROPERTY:** Purchaser agrees to purchase from Seller the property, house, and garage located at 139 Second Ave. State of Oregon, County of Klamath, to-wit: Lot 8 in Block 4 of the Original Town of Chiloquin, Klamath County, Oregon. SUBJECT TO all easements, reservations, restriction, and right of ways of record or apparent on the ground.

**TAX INFORMATION:** Code 012, Account 17445 R204077, Map R-3407-034DD-04100-000.

**Purchase Price:** In consideration therefor, Purchaser will pay to Seller the sum of 23,300.00 of which sum \$2000.00 shall be paid upon the execution of this agreement. The remaining \$21,300.00 shall be paid over 7 1/2 years in monthly payments of \$304.88 per month, which payments shall include interests upon the unpaid principal balance, and which interest shall accrue at the rate of 7 percent per annum beginning March 1, 1994. The first such payment called for hereinafter shall be due and post dated not later then the sixth of each month, with like payments due on the sixth day of each month thereafter until the entire amount, both principal and interest, has been paid in full.

**Property Taxes:** Property taxes shall be prorated between parties as of February 1, 1994. Thereafter, it shall be the responsibility of Purchaser to pay all taxes, liens and assessments levied against the property when due and prior to delinquency. Purchaser must provide Seller proof of paid taxes November 20, February 20, and May 20, of every year until contract is paid in full.

**FIRE INSURANCE:** Until the purchase price is paid in full, purchaser shall maintain fire insurance with extended coverage upon the improvements located thereon in an amount not less than \$27,000.00, which policy shall contain a loss payable clause showing the interest of Seller therein. In the event of loss, all proceeds shall be paid first to Seller to the extent of Seller's interest therein and then to Purchaser. Purchaser shall be required to obtain such insurance coverage as of February 1, 1994 and provide Seller with proof of insurance by February 15, 1994 and every year after until loan is paid in full.

**Smoke Detectors:** The parties acknowledge that the dwelling unit located upon the property presently has or will have installed smoke detectors in compliance with the requirements of the Oregon Revised statutes. In the event it is necessary to install such smoke detectors, such installation shall be completed prior to possession by Purchaser, with the obligation to properly install such smoke detectors to be that of Purchasers.

**Utility Expense:** All utility expense, including but not limited to electricity, telephone, sewer, water, propane, TV cable, and fuel oil, incurred after Purchaser takes possession shall be the responsibility of Purchaser.

**Assignment and Successors:** This contract cannot be assigned by Purchaser. In the event this contract, or any part thereof, is assigned by Purchaser, Seller shall have the right to declare the entire unpaid balance of the purchase price immediately due and payable. This agreement shall be binding upon and to the benefit of the parties hereto, their heirs, successors and assigns.

**Default:** A default shall occur if:

- A. Purchaser fails to make any payment within 15 days of the due date. However, in the event any payment is not paid within 7 days of when due, then a late fee of \$5.00 per day for each day late, shall be charged in addition to other payments called for herein.
- B. Purchaser fails to perform any other obligation imposed by this contract and does not correct or commence correction of such failure within thirty (30) days after receipt of written notice from Seller specifying the manner in which Purchaser is in default will cause seller to demand payment in full of balance owed.
- C. Purchaser becomes insolvent, a receiver is appointed to take possession of all or a substantial part of Purchaser properties. Purchaser makes an assignment for the benefit of creditors or files a voluntary petition in bankruptcy, or Purchaser is the subject of an involuntary petition in bankruptcy which is not dismissed within 90 days. If Purchaser consists of more than one person or entity, the occurrence of any of these events as to any one such person, or entity shall constitute a default hereunder.

**Remedies of Seller:** In case of default by Purchaser, Seller shall be entitled to the rights granted by law, including but not limited to any judicial or non judicial foreclosure, forfeiture or remedy, as well as the following:

- (A) To declare forfeited all sums of money previously paid by Purchaser, and to retake possession of the property, with all money previously paid to be declared reasonable rent for the property from the date of possession the time of such forfeiture and as liquidated damages for Purchaser's failure to keep this agreement according to its terms.
- (B) To sue Purchaser for any installment that may be due plus interest thereon.
- (C) To sue Purchaser in equity to compel the specific performance of this agreement.
- (D) To declare the entire unpaid balance due and payable at once.

**Attorney's Fees.** In any suit or action brought on this contract or in relation thereto, the prevailing party in such suit or action shall be entitled to recover, in addition to all other sums allowed by law, such sums as the court may adjudge to be reasonable as attorney's fees, both in the lower court and on appeal, whether such suit or action is for enforcement, rescission or novation of any or all of the provisions herein.

**Examination of Property.** Purchaser has examined the property herein described and has been renting described home from August 1, 1993-January 31, 1994 for the sum of \$305.78 and is familiar with the same and is entering into this agreement based upon Purchaser's examination thereof and is not in any manner relying upon any representations made by Seller, Seller's agents or representatives. Purchaser acknowledges that Purchaser is purchasing the property in its "as is" condition.

**Zoning.** Purchaser acknowledges having had an opportunity to review the zoning laws applicable to the property being purchased by Purchaser. This instrument will not allow use of the property described in this instrument in violation of applicable land use laws and regulations.

**Convenants of Purchaser.** Purchaser covenants and agrees:

(A) To maintain the property in as good condition as it is now, normal wear and tear excepted.

(B) To allow Seller, Seller's agents and representatives, to come upon the property at reasonable times and in a reasonable manner to make an inspection of the property.

**Notices.** All notices deemed necessary by the parties shall be in writing and shall either be delivered to the other party in person or by mailing said notice to the other party at the addresses hereinafter set forth. All such notices mailed shall be sent by certified or registered mail, return receipt requested. All notices mailed pursuant to this provision shall be conclusively deemed received three (3) days after mailing, provided that all such mailing shall take place within the State of Oregon. The addresses of the parties unless changed by appropriate notice, shall be as follows:

**SELLER:** Charles D. Hescok & Blanche A. Hescok  
622 North H Street  
Lakeview, Oregon 97630

**PURCHASER:** Harry & Karen Williams  
139 Second Avenue  
P.O. Box 1146  
Chiloquin, Oregon 97624

**Bargain & Sale Deed.** Upon full and final payment being made by Purchaser, Seller shall deliver to Purchaser properly executed Bargain and Sale Deed conveying the premises to Purchaser subject only to those exceptions set forth as:

State of Oregon, County of Klamath, to-wit:  
Lot 8 in Block 4 of the Original Town of Chiloquin, Klamath County, Oregon.

**SUBJECT TO** all easements, reservations, restrictions, and right of ways of record or apparent on the ground.

**TAX INFORMATION:** Code 012, Account 17445 R204077, Map R-3407-034DD-04100-000 SELLER

X Charles D. Hescok  
X Blanche A. Hescok

Purchaser  
X Harry & Karen Williams  
X Karen Williams



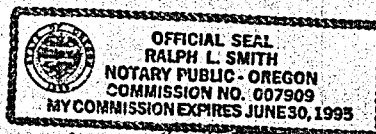
## AMENDMENT NUMBER 1 TO CONTRACT OF SALE

Hescock &amp; Williams: January 31, 1994

I Harry & Karen Williams covenant and agree that the new smoke detector that was purchased by Seller, in August 1993 was installed by then renter, Harry Williams, in August 1993 is in fact, in good working order at described residence.

139 Second Avenue Chiloquin, Oregon. Klamath County, to-wit Lot 8 Block 4 of the Original Town of Chiloquin, Oregon.  
Code 012 Account 17445 R204077, Map R-3407-034DD-04100-000.

JANUARY 31, 1994

SELLER: X Charles D. Hescock  
CHARLES D. HESCOCKX Blanche A. Hescock  
BLANCHE A. HESCOCK622 North H Street  
Lakeview, Oregon 97630PURCHASER: X Harry Williams  
HARRY WILLIAMSX Karen Williams  
KAREN WILLIAMS139 Second Avenue  
P.O. Box 1146  
Chiloquin, Oregon 97624Ralph L. Smith  
1-31-94

*Return:*

CHARLES D. HESCOCK  
 BLANCHE A. HESCOCK  
 622 North H. Street  
 Lakeview, Oregon 97630

JANUARY 31, 1994

HARRY WILLIAMS  
 KAREN WILLIAMS  
 139 Second Avenue  
 P.O. Box 1146  
 Chiloquin, Oregon 97624

I Harry & Karen Williams, Purchaser, promise to pay 1993-1994 prorated property taxes for the described property above, from January 1994-June 30, 1994, for the amount of \$227.06. This payment must be post dated by February 6, 1994.

If said payment, is not recieved within (7) seven days of due date, you will be in "DEFAULT", of CONTRACT. SELLER retains right of redemption, as stated on page 2 - CONTRACT OF SALE, Remedies of Seller: dated January 31, 1994.

SELLER:

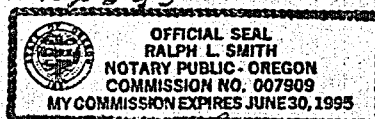
x Charles D. Hescok  
 CHARLES D. HESCOCK

x Blanche A. Hescok  
 BLANCHE A. HESCOCK

PURCHASER:

x Harry Williams  
 HARRY WILLIAMS

x Karen Williams  
 KAREN WILLIAMS

*Page 5 of 5*

*Ralph L. Smith*  
 1-31-94

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Chas. Hescok the 1st day  
 of Feb A.D. 19 94 at 10:23 o'clock A M., and duly recorded in Vol. M94  
 of Deeds on Page 3587

FEE \$50.00

Evelyn Biehn County Clerk

By Douline Miller