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ATC # 01045407  
CONTRACT OF SALE

THIS CONTRACT OF SALE, made and entered into this \_\_\_\_ day of October, 1996, by and between ROGER WAYNE TOBIAS and ELLEN LUCILLE TOBIAS, hereinafter called the vendors, and FRANK ELDON KIMBLER and JONI KIMBLER, husband and wife, hereinafter called the vendees.

## WITNESSETH

Vendors agree to sell to the vendees and the vendees agree to buy from the vendors all of the following described property situate in Klamath County, State of Oregon, to-wit:

Lot 763, Block 117, MILLS ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

CODE 1 MAP 3809-33DB TL 9000

at and for a price of \$57,500.00, payable as follows, to-wit: \$3,000.00 at the time of the execution of this agreement, the receipt of which is hereby acknowledged; \$54,500.00 with interest at the rate of 8.625% per annum from October 15, 1996 payable in installments of not less than \$447.00 per month inclusive of interest, the first installment to be paid on the 1st day of November, 1996, 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, THE BUYERS SHALL PAY TO ASPEN TITLE & ESCROW, INC., A SUM EQUAL TO 1/12TH OF THE ANNUAL REAL PROPERTY TAXES TO BE HELD IN A SAVINGS ACCOUNT FOR PAYMENT OF THE REAL PROPERTY TAXES EACH AND EVERY YEAR.

Vendees agree to make said payments promptly on the dates above named to the order of the vendors, or the survivors of them, at the Aspen Title & Escrow, Inc., 525 Main St., 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 vendors against loss or damage by fire in a sum not less than \$ FULL INSURABLE VALUE with loss payable to the parties as their respective interests may appear, said policy or policies of insurance to be held by vendees, with copy to vendors, that vendees shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and encumbrances of whatsoever nature and kind and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or encumbrances, whatsoever having precedence over rights of the vendors in and to said property. Vendees shall be entitled to the possession of said property on closing.

Vendors will on the execution hereof make and execute in favor of vendees good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all encumbrances whatsoever and will place said deed together with one of these agreements in escrow at the Aspen Title & Escrow, Inc., 525 Main Street at Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said escrow holder, instructing said holder that when, and if, vendees 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 vendees, but that in case of default by vendees said escrow holder shall, on demand, surrender said instruments to vendors.

The vendors have purchased this property and are selling it to the vendees in an attempt to assist them in overcoming substance abuse difficulties. The

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1 vendees covenant and agree that they will refrain from use or possession of any  
2 illegal drugs or substances. In the event that either of the vendees should be  
3 arrested or convicted for any offense involving possession, use or distribution  
of illegal substances or allowing illegal substances to be brought into the home,  
the full balance of the contract shall be immediately due and payable.

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

20 Should vendees, while in default, permit the premises to become vacant,  
21 vendors may take possession of same for the purpose of protecting and preserving  
22 the property and his security interest therein, and in the event possession is  
23 so taken by vendors he shall not be deemed to have waived his right to exercise  
24 any of the foregoing rights.

25 And in case suit or action is instituted to foreclose or to enforce any of  
26 the provisions hereof, the prevailing party in such suit or action shall be  
27 entitled to receive from the other party his costs which shall include the  
28 reasonable cost of title report and title search and such sum as the trial court  
29 and or appellate court, if any appeal is taken, may adjudge reasonable as  
30 attorney's fees to be allowed the prevailing party in said suit or action and or  
31 appeal, if an appeal is taken.

32 Vendees further agree that failure by vendors at any time to require  
performance by vendees of any provision hereof shall in no way affect vendors'  
right hereunder to enforce the same, nor shall any waiver by vendors 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 vendors or the vendees  
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 circumstances may  
require, the parties hereto and their respective heirs, executors, administrators  
and assigns.

This instrument will not allow use of the property described in this  
instrument in violation of applicable land use laws and regulations. Before  
signing or accepting this instrument, the person acquiring fee title to the  
property should check with the appropriate city or county planning department to  
verify approved uses and to determine any limits on lawsuits against farming or  
forest practices as defined in ORS 30.930.

1 This agreement has been prepared by William L. Sisemore as attorney for  
 2 Roger Wayne Tobias and Ellen Lucille Tobias. The buyers are advised that they  
 3 have the right and should consult with their own attorney before signing this  
 4 agreement.

5 WITNESS the hands of the parties the day and year first herein written.

6 Roger Wayne Tobias  
 7 Roger Wayne Tobias

8 Frank Eldon Kimbler  
 9 Frank Eldon Kimbler

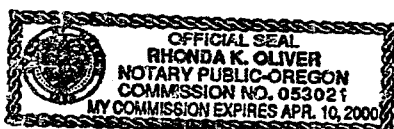
10 Ellen Lucille Tobias  
 11 Ellen Lucille Tobias

12 Joni Kimbler  
 13 Joni Kimbler

14 STATE OF OREGON )  
 15 ) SS  
 16 County of Klamath )

October 22, 1996

17 Personally appeared the above named Roger Wayne Tobias and Ellen Lucille  
 18 Tobias and acknowledged the foregoing instrument to be their voluntary act and  
 19 deed. Before me:

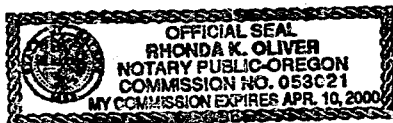


28 Rhonda K. Oliver  
 29 Notary Public for Oregon  
 30 My Commission Expires:

31 STATE OF OREGON )  
 32 ) SS  
 33 County of Klamath )

October 22, 1996

34 Personally appeared the above named Frank Eldon Kimbler and Joni Kimbler  
 35 and acknowledged the foregoing instrument to be their voluntary act and deed.  
 36 Before me:



37 Rhonda K. Oliver  
 38 Notary Public for Oregon  
 39 My Commission Expires:

After recording, return to:

40 Aspen Title & Escrow  
 41 525 Main St.  
 42 Klamath Falls, OR 97601

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of Aspen Title & Escrow the 30th day  
 of October A.D., 19 96 at 11:01 o'clock A.M., and duly recorded in Vol. M96  
 of Deeds on Page 34191

FEE \$40.00

Bernetha G. Letson County Clerk  
 By Rhonda K. Oliver