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THIS CONTRACT, Made this 13th day of July, 1973, between
LILLIAN MAY SHAW

and EILEEN ELAINE HARGRAVE

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, the seller agrees to sell unto the buyer and the buyer agrees to purchase from the seller all of the following described lands and premises situated in Klamath County, State of Oregon, to-wit:

See Exhibit "A" attached hereto and thereby made a part hereof

for the sum of ...Two Thousand... Dollars (\$ 2,000)
(hereinafter called the purchase price), on account of which None
Dollars (\$ -0-) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 2,000.00) to the order of the seller in monthly payments of not less than Fifty and no/100
Dollars (\$ 50.00) each,

payable on the 25th day of each month hereafter beginning with the month of August, 1973, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 6% per cent per annum from Date until paid, interest to be paid monthly and * being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-rated between the parties hereto as of the date of this contract.

The buyer warrants to and covenants with the seller that the real property described in this contract is

(A) ~~entirely free from all liens, taxes, and charges of every kind, and~~

(B) ~~that the buyer shall be entitled to possession of said lands on July 13, 1973, and may retain such possession so long as he is not in default under the terms of this contract. The buyer agrees that at all times he will keep the buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and all other liens and save the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens which hereafter lawfully may be imposed upon said premises, all promptly before the same or any part thereof become due; that at buyer's expense, he will insure and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount~~

not less than \$ 2,000.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear and all policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such insurance, the seller may do so and any payment so made shall be added to and become a part of the debt secured by this contract and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

~~And it is understood and agreed between said parties that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any of them, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller at his option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest in said seller without any act of re-entry, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of said premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.~~

~~The buyer further agrees that failure by the seller at any time to require performance by the buyer of any provision hereof shall in no way affect his right hereunder to enforce the same, nor shall any waiver by said seller of any 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.~~

~~The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2,000.00 (indicate which). (A) (B)~~

~~In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.~~

~~In construing this contract, it is understood that the seller or the buyer 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.~~

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Lillian May Shaw

Eileen Elaine Hargrave

IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, as such word is defined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1308 or similar unless the contract will become a "first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

NOTE: The sentence between the symbols (A) and (B), if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

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(FORM No. 706)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

Address .

AND

Address

Dated 19.....

Lot Block..

STATE OF OREGON,

County of _____
 I certify that the within instru-
 ment was received for record on the
 day of _____, 19____,
 at _____ o'clock _____ M., and recorded
 in book _____ on page _____
 Record of Deeds of said County.
 Witness my hand and seal of
 County affixed.

Title.

AFTER RECORDING RETURN TO

Mrs. Lillian May Shaw
Star Route
Merrill, Oregon

9535

STATE OF OREGON,

County of Clackamas

July 13, 1973.

Personally appeared the above named.....
Lillian May Shaw and Eileen
Elaine Hargrave

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me!

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires: 7-22-74

STATE OF OREGON, County of) ss.

Personally appeared and
..... who, being duly sworn,
each for himself and not one for the other, did say that the former is the
..... president and that the latter is the
..... secretary of

and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL
SEAL)

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A triangular parcel of land located in the northeast corner of the SW 1/4 of Section 10, Township 41 South, Range 11 East, W.M., described as: Commencing at the northeast corner of the SW 1/4 of Section 10, Twp. 41 S., R. 11 E. W.M.; extending thence west along the northerly line of said Sw 1/4 366 feet, more or less, to the intersection of said line with the northeasterly right-of-way line of the Great Northern Railway; thence southeasterly along the northeasterly right-of-way line of said Railway a distance of 399 feet, more or less, to the north-south center line of said Sec. 10; thence north along said center line a distance of 162 feet, more or less, to the point of beginning, containing .68 acres, more or less.

The above described land is sold subject to:

- (A) Easements and rights-of-way of record or apparent on the land.
- (B) Liens and assessments of the Klamath Irrigation Project and of the Klamath Irrigation District, and regulations, contracts, easements, and water and irrigation rights pertaining to irrigation, drainage and reclamation which may affect said realty;
- (C) Acreage and use limitations under provisions of the U. S. Statutes and regulations issued thereunder; and
- (D) Reservations contained in original Patent covering the land;
- (E) Perpetual easement in favor of Thomas W. Haley and Nora Haley, their heirs and assigns, not to exceed twenty (20) feet in width across the southeasterly corner of said land for a road from the County Road on the east side of the land, across said parcel and over Great Northern Railway right-of-way, to other land belonging to Thomas W. Haley and Nora Haley, their heirs and assigns, located on the southwesterly side of said Great Northern Railway right-of-way, said easement to run with the land, and recorded as Fee Number 19167, in Volume 291, page 452 of the Klamath County Deed Records.

STATE OF OREGON, }
County of Klamath } ss.

Filed for record at request of:
William Ray Shaw

on this 25th day of JULY A. D., 1973
at 11:05 o'clock A. M. and duly
recorded in Vol. 473 of 1973
Page 9536

WM. D. MILNE, County Clerk.

By *Hazel Dray* Deputy.
Fee \$6.00

69600