

A-24923

FORM No. 706, CONTRACT—REAL ESTATE—Monthly Payments

STEVENS-NESS LAW PUBLISHING CO., 1224

1-1-74

92869

CONTRACT—REAL ESTATE

Vol. 1174 Page 1258

THIS CONTRACT, Made this NINTH day of September, 1974, between  
VALDEMAR J. BRAHE, also known as V.J. BRAHE and  
LAVERNE BRAHE, husband and wife,  
 and JAMES A. McDONALD, hereinafter called the seller,

hereinafter called the buyer,  
 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 de-  
 scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

The South 16 feet of the East 88 feet of Lot 3 and  
 the North 16 feet of the East 90 feet of Lot 4, in  
 Block 33 of HILLSIDE ADDITION 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: Reservations, restrictions, rights of way and easements of  
 record and those apparent on the land, and subject to  
 taxes for the fiscal year 1974-75;

A street lien is expected against the property, but has  
 not yet been assessed. It is estimated that said lien  
 will be approximately \$94, which lien Buyers will assume  
 and pay when the same becomes due and payable. However,  
 Seller agrees to pay to Buyer the sum of \$94.00 which is  
 the estimated cost of the lien.

for the sum of Six Thousand Three Hundred Fifty and no/100 Dollars (\$6,350.00)  
 (hereinafter called the purchase price), on account of which Three Hundred and no/100  
Dollars (\$ 300.00) 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: \$ 6,050.00) ~~in cash~~  
~~by the seller at the time of payment of the purchase price~~ the sum of Seventeen Hundred and no/100  
Dollars (\$ 1,700.00) each, payable on the execution hereof, and the balance  
 of \$4,350.00, payable in monthly payments of not less than \$89.25 per month  
 payable on the 10th day of each month hereafter beginning with the month of October, 1974,  
 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 8 1/2 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. Taxes to be paid by Buyer and  
 shall be paid when due and payable and shall be in addition to the above  
 payments.

The buyer shall be entitled to possession of said lands on date hereof 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 building 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 here-  
 after lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past 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 \$ insurable value 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.

The seller agrees that at his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-  
 suring (in an amount equal to said purchase price) marketable title in and to said premises in the seller on or subsequent to the date of this agreement,  
 save and except the usual printed exceptions and the building and other restrictions and easements now of record, if any. Seller also agrees that when  
 said purchase price is fully paid and upon request and upon surrender of this agreement, he will deliver a good and sufficient deed conveying said  
 premises in fee simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof and free and clear of all encumbrances  
 since said date placed, permitted or arising by, through or under seller, excepting, however, the said easements and restrictions and the taxes, municipal  
 liens, water rents and public charges so assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

\*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, at such time as 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. 1206 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. 1207 or similar.

V. J. and Laverne Brahe  
 1436 Crescent Street  
 Klamath Falls, Oregon 97601

SELLER'S NAME AND ADDRESS

James A. McDonald  
 1622 Crescent Street  
 Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

After recording return to:  
BARNHISEL & GANONG  
323 MAIN ST  
KLAMATH FALLS, OR 97601  
 NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:

JAMES A. McDONALD  
1622 CRESCENT  
KLAMATH FALLS, OR 97601  
 NAME, ADDRESS, ZIP

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 \_\_\_\_\_ or as  
 file/reel number \_\_\_\_\_,

Record of Deeds of said county.

Witness my hand and seal of  
 County affixed.

By Penelope Smith Recording Officer  
 Deputy



12059

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 for (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 re-vest in said seller without any act of re-entry, or any other act of said seller as absolutely, fully and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase of said property as if this contract and such payments had never been made; and the right to the premises up to the time of such default, shall be retained by and belong to said seller as the agreed and reasonable rent of said premises 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 \$ 6,350.00

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 contest 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.

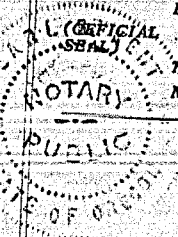
Valdemar J. Brahe  
Laverne Brahe

James A. McDonald

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, }  
County of Klamath } ss.  
September 7, 1974 }  
Personally appeared \_\_\_\_\_, 19\_\_\_\_, ) ss.

Personally appeared the above named Valdemar J. Brahe, who, being duly sworn, Brahe, aka V.J. Brahe, and Laverne Brahe, H & W, and James A. McDonald, president and that the latter is the secretary of \_\_\_\_\_, and acknowledged the foregoing instrument to be their voluntary act and deed.



Before me, \_\_\_\_\_  
Notary Public for Oregon  
My commission expires Oct. 17, 1977

Notary Public for Oregon  
My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

STATE OF OREGON, COUNTY OF KLAMATH, ss.  
Filed for record at request of Klamath County Title  
this 10 day of Sept A. D. 1974 at 4:12  
duly recorded in Vol. M-74, of deeds on Page 12058

W. D. MILRE, County Clerk  
By: Chris Bell