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THIS CONTRACT, Made this Third day of October, 1974, between
D. Ronald Plumb, Oregon City, Oregon
Banana, Oregon at 23501 Beattie Road 97045, hereinafter called the seller,
and Anthony Promisco and Linda Promisco, husband and wife.

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:

Lot 4 and Lot 5, Plumb-Lodge, a land partition of record comprising those portions of NE $\frac{1}{4}$ of NW $\frac{1}{4}$, and NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of Sec 22, T 38 S, R 11 E, WM, which lie westerly from Bly Mountain Cut-Off Road, per Book of Maps in the office of the County Recorder; subject to the following restrictions, to wit:

No residential dwelling house having less than 800 square feet of floor area under one roof shall be built on any part of these properties.

Furthermore no area greater than 400 square feet collectively within sight of any public road shall be occupied by or stored with unnatural or man-made miscellany for more than 30 days without permanent, effective and complete coverage from sight, except for passenger vehicles in fully operable condition.

for the sum of Nine Thousand only Dollars (\$ 9000.00) (hereinafter called the purchase price), on account of which One Thousand only Dollars (\$ 1,000.00) 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: \$ 8000.00.) to the order of the seller in monthly payments of not less than Seventy Five only Dollars (\$ 75.00) each,

payable on the Fifteenth day of each month hereafter beginning with the month of November, 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 7-2 per cent per annum from October 1, 1974 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 prorated 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) primarily for buyer's personal, family, household or agricultural purposes;

not less than \$ 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 item, 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 days from the date hereof, he will furnish unto buyer a life insurance policy insuring (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, saving 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 survivorship of this agreement, he will deliver a good and sufficient deed conveying said premises in its 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 license, water rents and public charges as assumed by the buyer and further excepting any new and/or subsequently created by the buyer or his assigns.

And it is understood and agreed between and between that time is of the essence of this contract, and in case the buyer shall fail to make the payments above required, or any payment periodically within ten days of the time limited thereto, or fail to keep any agreement herein contained, 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, principal and interest thereon as once due and payable and (3) to prosecute this contract by suit in equity, and in any of such cases, all rights and interests 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, and all other rights, claims and demands of the buyer hereunder shall cease and cease to exist, either without any act of re-entries, or any other act of said seller to be performed and without any right of the buyer of return, reclamation or compensation for monies 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 thereafter made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent or said premises up to the time of such default. And the said seller, in case of such default, shall have the right unhesitatingly, or at any time thereafter, to enter upon the land aforesaid, without any process of law, and take possession thereof, together with all the improvements and appurtenances thereto belonging.

The buyer further agrees that failure by the seller at any time to enforce performance by the buyer of any provision hereof shall in no way affect his right hereinafter 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 subsequent breach of any such provision or of a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1,000.00

To have all or a portion of attorney's fees allowed by the court, the party who has won must show 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 party seeking payment of attorney's fees must file a motion for same.

In concluding this contract, it is understood that the seller or the buyer may be more than one person; but 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, construed, and limited to make the provisions herein 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.

1882 Oct 6 *John Brown*

John T. [unclear]

IMPORTANT NOTICE TO SELLER: By signing over, whatsoever interest and claim you may have in the property described above, if warranty (A) is applicable and if the seller is a lessor, as per Act 1937 of the Federal Trade Commission Act and Regulation E, the seller **MUST** comply with the Act and Regulation by making reasonable disclosure for these purposes.

[Signature] I declare under penalty of perjury that the foregoing statement is true and correct.

