

93790

Vol. <sup>114</sup> Page 13280

THIS CONTRACT, Made this 3<sup>rd</sup> day of September, 1974 between  
 HECTOR G. TERWILLIGER and ETHEL M. TERWILLIGER, hereinafter called the seller, and  
 ROXANA M. SNUDDEN, hereinafter called the buyer,  
 WITNESSETH, That in consideration of the stipulations herein contained and the pay-  
 ments to be made as hereinafter specified, the seller hereby agrees to sell to the buyer  
 and the buyer agrees to purchase from the seller the following described real estate, sit-  
 uated in the County of KLAMATH, State of OREGON, to-wit:  
 All that property described as the East Half of the Southeast Quarter of the  
 Southwest Quarter of the Southwest Quarter (E $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 23, Township  
 24 South, Range 8 East of the Willamette Meridian.  
 SUBJECT TO:  
 Easements and conditions of record  
 An easement of fifteen (15) feet with the right of dedication for road purposes  
 Along the Northerly and the Westerly boundaries of said property.

For the sum of THREE THOUSAND Dollars (\$3,000.00) (hereinafter called the purchase price),  
 on account of which TEN HUNDRED 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: \$2,000.00) to the order of the seller in 48  
 monthly payments of not less than fifty one dollars and sixty eight cents (\$51.68) each,  
 payable on the 1st day of each month hereinafter beginning with the month of September 1, 1974  
 and continuing until said purchase price is fully paid, not later than September 1, 1978.  
 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 six per cent (6%) per annum from September 1, 1974  
 until paid in full, interest 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 shall be entitled to possession of said lands on September 1, 1974 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 here-  
 inafter 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 mechanics and all other liens and  
 save the seller harmless therefrom and reimburse seller for all costs and attorney fees  
 incurred by him in defending against any and all other liens, that he will pay all taxes here-  
 inafter 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 past due; that at buyers 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 balance of loan in a company satis-  
 factory 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 within        days from the date hereof, he will furnish unto  
 buyer a title insurance policy insuring (in an amount equal to said purchase price) (to be  
 paid for by buyer) 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 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 the buyer and further excepting  
 all liens and encumbrances created by the buyer or his assigns.

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 (10) 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 revest 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 hereby agrees to pay all fees of both the buyer and seller for transfer fees, recording fees, title policy and any other fees necessary for the transfer of title to said buyer.

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 provisions hereof be held to be a waiver of any succeeding breach of any such provision or as a waiver of provision itself.

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.

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.

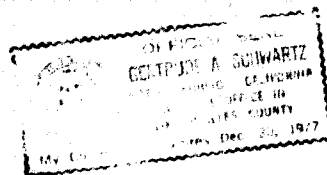
IN WITNESS WHEREOF, SAID PARTIES HAVE HEREUNTO SET THEIR HANDS AND SEALS IN DUPLICATE ON THIS, THE DAY AND YEAR FIRST ABOVE WRITTEN.

BUYER Roxana M. Snudden (Seal)  
~~XXXXXXXXXXXX~~  
 Roxana M. Snudden

BUYER XXXXXXXXXXXX (Seal)

SELLER Hector G. Terwilliger (Seal)  
 HECTOR G. TERWILLIGER

SELLER Ethel M. Terwilliger (Seal)  
 ETHEL M. TERWILLIGER



STATE OF Calif ss.  
 County of Los Angeles  
 ON Sept 3, 1974, before me,  
 the undersigned, a Notary Public in and for said County and State, personally  
 appeared Hector G. Terwilliger  
and Ethel M. Terwilliger  
and Roxana M. Snudden known to me,  
 to be the persons whose names are subscribed to the within  
 instrument, and acknowledged to me that they executed the same.  
 WITNESS my hand and official seal.

Gordon A. Schwartz  
 Notary Public in and for said County and State.

STATE OF OREGON; COUNTY OF KLAMATH: ss.

Filed for record XXXXXXXXXX  
 this 10th day of OCTOBER A. D., 1974 at 2:10 o'clock P. M., and duly recorded in

Vol. M 74 of RECORDS on Page 13280  
Hector G. Terwilliger WM. D. MILNE, County Clerk  
22313-Meyler St Deputy  
TORRANCE, CALIF. 90501 FEE \$ 4.00  
By [Signature]