

3955

CONTRACT—REAL ESTATE

Vol. 15 Page 9666

THIS CONTRACT, Made this 14th day of August, 1975, between John A. Nosal and Dolores B. Nosal, husband and wife, and Raymond T. Siens, Jr., hereinafter called the seller,

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 12, ODESSA SUMMER HOME SITES, Klamath County, Oregon.

Subject, however, to the following:

1. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Odessa Summer Home Sites.
2. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof, recorded January 8, 1959.
3. Agreement for regulating water level of Klamath Lake, including the terms and provisions thereof, between Herbert Fleishacker, et ux., and the California Oregon Power Company, recorded February 15, 1924 in Book 63 at page 459, Deed Records of Klamath County, Oregon.
4. An unrecorded Contract of Sale dated May 1, 1966, by and between Emery L. Hardcastle and Leta M. Hardcastle, as Vendors, to Weston Thorsen and Thelma E. Thorsen, as Vendees, assigned by instrument dated May 28, 1968 by Weston Thorsen and Thelma E. Thorsen to John A. Nosal and Dolores B. Nosal, which Contract Raymond T. Siens, Jr. DOES NOT assume and agree to pay, and John A. Nosal and Dolores B. Nosal covenant that they will hold Raymond T. Siens, Jr. harmless therefrom, PERSONAL PROPERTY: All that certain personal property more particularly described and set forth on Exhibit "A" which is attached hereto and by this reference made a part hereof;

for the sum of Forty-Five Thousand and No/100ths----- Dollars (\$45,000.00) (hereinafter called the purchase price), on account of which Fifteen Thousand and No/100ths-- Dollars (\$15,000.00) 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: \$30,000.00) to the order of the seller in monthly payments of not less than THREE HUNDRED FIFTY and NO/100ths----- Dollars (\$350.00) each, or more,

payable on the 20th day of each month hereafter beginning with the month of September, 1975, 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 per cent per annum from August 20, 1975 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) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on August 20, 1975, 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 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 \$30,000.00 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 or 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 insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller or subsequent to the date of this agreement, 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, 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. 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.

John NOSAL
Dolores NOSAL

SELLER'S NAME AND ADDRESS

RAYMOND T. SIENS, JR.

BUYER'S NAME AND ADDRESS

After recording return to:

HARRIMAN ROUTE Box 51
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

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

RAYMOND T. SIENS, JR.
HARRIMAN ROUTE Box 51
Klamath Falls, OR 97601

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 1975,

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 _____ Recording Officer
Deputy

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, possession of the premises above described and all other rights acquired by the buyer hereunder shall utterly cease and determine and the right to the 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 money 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 \$ 45,000.00 . . . (However, the actual consideration consists of or includes other property or value given or promised which is ^{part of the consideration (indicate which)} ~~part of the consideration~~.)

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.

John A. Nosal
John A. Nosal
Dolores B. Nosal
Dolores B. Nosal

Raymond T. Siens, Jr.
Raymond T. Siens, Jr.

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

STATE OF OREGON,

County of Klamath } ss.
August 18, 19 75

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19 _____, 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 _____

_____ a corporation,

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 be-

half 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:

Before me:
(OFFICIAL SEAL) *John D. Bachner*
Notary Public for Oregon
My commission expires 11/25/76

Notary Public for Oregon
My commission expires:

(OFFICIAL SEAL)

(DESCRIPTION CONTINUED)

It is further agreed by and between the parties hereto that Purchaser shall, during the term of this agreement, at all times maintain at his expense, public liability and property damage insurance with minimum limits of \$25,000-\$50,000 public liability and \$5,000 property damage.

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ODESSA MERCANTILE
Harriman Route, Box 51
Klamath Falls, Oregon 97601

National Cash Register - Manual operated
Gum-Ball machine - Jaw teaser 1¢ operated
Gum-Ball machine - Clown face 1¢ operated
Counter - Formica top 24" by ten feet long
Hobart scale - price index per weight
U.S. Postage stamp machine - two slotted
Curved round mirrors - 24" and 30" size (two) .
Two-shelf book case - Klamath Library Lease (free)
Fuel Oil Pump - with 500 gal. cap. underground tank
Gasoline pump - Ethyl - with 1000 gal. tank underground
Gasoline pump - Dual - Regular with 1000 gal. & 500 gal. tank
Wall Furnace (propane) 68000 BTU output by Monogram Company
Battery Charger - 6 and 12 volt capacity use.
Tire changer - Air and electric operated
Air Compressor - 220 volts 150 lbs. capacity
Floor Hydraulic hoist - Spider arms 10 ton Approx. capacity
Sump pump used in Septic tank overflow
Water tank - 120 gallon capacity with 40-60 lb. pressure
Sumersible pump - 220 volts system in well-drilled to 130 feet
Microphor septic system with filter operation on 110 volts
Island display shelves - 3 - Candy, notions and soaps
Island gas pump lite four tube type

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Walk-in cooler and freezer combination - 8' by 20' long
Compressors for cooler and freezer 220 volt in doghouse
Wine Rack - in cooler steel four shelf
Fire Extinguishers - two in garage - one in store

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of TRANSAMERICA TITLE INS. CO
at his 19th day of AUGUST A. D. 19 75 at 11:00 o'clock A. M., and
duly recorded in Vol. M 75, of DEEDS on Page 9666

FEE \$ 12.00

Wm D. MILNE, County Clerk

By *Hazel Drayle*