

THIS CONTRACT, Made this 11 day of June, 1974, between  
Eugene Bailey

and Samuel S. Shaw and Emily S. Shaw, husband and wife, 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 described lands and premises situated in Clatsop County, State of Oregon, to-wit:  
 lot 3 block 5, West Cliloquin. lots 2,5,6,7,8 block 1 Second Addition to Cliloquin. and lot 1,9 and 10, lot 2, Second Addition to Cliloquin.  
 Also lots 16, 17 and 33, Spinks Subdivision, Gov't Lot 6 in section 34, Twp. 74S. Rng. 7 E. (Better description to be attached and made a part hereof)  
 lots to be released as follows:  
 lot 3, block 5, West Cliloquin to be released upon prepayment of \$2,500.00.  
 \* lots 16, 17 and 33, Spinks Subdivision to be released upon prepayment of \$2,500.00.  
 All other lots to be released upon prepayment of \$250.00 each.  
 All prepayments for releases to be applied only to the unpaid principal.

\* (Better description to be attached)

for the sum of Seven Thousand and 10/100 \*\*\*\*\* Dollars (\$7,000.00)  
 (hereinafter called the purchase price), on account of which Three hundred, Eighty and 10/100  
 Dollars (\$380.00) 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: \$6,620.00) to the order of the seller in monthly payments of not less than Seventy five and 10/100 \*\*\*\*\* Dollars (\$75.00) each, until paid.

payable on the 1st day of each month hereafter beginning with the month of August, 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 per cent per annum from

August 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 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) primarily for buyer's personal, family, household or agricultural purposes,

(B) 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 July 14, 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 hereafter erected, in good condition and repair and will not suffer or permit any waste or strip therefrom. 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'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 \$ 0 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 issued. Now if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to insure 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 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, 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.

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 returned 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 \$ 7,000.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which).)

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 thereto by order of its board of directors.

Samuel S. Shaw

Emily S. Shaw

Eugene Bailey 6/25/74  
Eugene Bailey 8/28/75

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).

10077

The following described real property, situated in Klamath County,  
 \*(Lots 16, 17 and 33 Spinks Subdivision, Or)  
 Oregon, to-wit:

A portion of Lot 6 in Section 34, T. 34 S., R. 7 E., W. M., described as follows: Beginning at the intersection of the west line of Lelakes Avenue on the boundary of West Chiloquin and the northerly line of the Agency ~~County Road, thence westerly along said line of County~~ Road north 47°12' west a distance of 320 feet to a point; thence north 30°30' east a distance of 150 feet to a point, being the most southerly corner of land herein described; thence continue north 30°30' east, 63 feet; thence at right angles northwesterly a distance of 117.2 feet; thence southwest at right angles to the last described course a distance of 37 feet; thence southeasterly a distance of 120 feet to the point of beginning.

ALSO a portion of Lot 6, Section 34, T. 34 S., R. 7 E., W. M., described as beginning at a point bearing north 47°12' west 320 feet and north 30°30' east 10.2 feet from the intersection of the westerly line of Lelakes Ave. and the northerly line of Chocktoot Street in West Chiloquin; thence northwesterly parallel to and 10 feet distant from the County Road north 47°12' west 60 feet; thence north 30°30' east parallel to Lelakes Ave. 120 feet; thence south 14°12' east 60 feet; thence south 30°30' west 120 feet to the point of beginning.

ALSO a portion of Lot 6, Section 34, T. 34 S., R. 7 E., W. M., described as beginning at a point bearing north 47°12' west 380 feet and north 30°30' east 10.2 feet from the intersection of the westerly line of Lelakes Ave. and the northerly line of Chocktoot St. in West Chiloquin; thence north 42°12' west parallel to and 10 feet distant from the County Road 60 feet; thence north 30°30' east parallel to Lelakes Ave. 120 feet; thence south 47°12' east 60 feet; thence south 30°30' west 120 feet to the point of beginning.

*Rel. Service Show  
 941.1307 22.0.4  
 L. Van Horn & Co.  
 Klamath Falls, Or*

# CONTRACT

(FORM No. 706)

STEVENS LAW PUB. CO., PORTLAND, ORE.

BETWEEN  
*Ernest Bailey*  
 Address  
*Ernest J. Bailey - Route 1  
 B 922 St. South Entrance N.W.  
 Address of Klamath Falls, Oregon*

Dated  
 Lot  
 Addition  
 Block  
 , 19

STATE OF OREGON

County of Klamath  
 I certify that the within instrument was received for record on the 28th day of AUGUST, 1975, at 11:35 o'clock A.M., and recorded in book M 75 on page 10076 or as file number 4275, Record of Deeds of said County.

Witness my hand and seal of County affixed.

W. D. MILNE

JOSEPH CLARK

By *Ernest Bailey* Deputy

ATTESTED TO  
 FEE \$ 6.00

STATE OF OREGON, )  
 County of Klamath, ) ss.  
 1975, )  
 Personally appeared the above named  
 ERNEST BAILEY

STATE OF OREGON, County of ) ss.  
 1975, )  
 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 acknowledged the foregoing instrument to be his voluntary act and deed.  
 Before me: *W. D. Milne*  
 Notary Public for Oregon  
 My commission expires: 7-30-77

Notary Public for Oregon  
 My commission expires:

(OFFICIAL SEAL)