

4513

THIS CONTRACT, Made this 25 day of July, 1975, between Glenn Dehlinger and Dorothy Dehlinger

and Richard N. Shuck & Kathryn A. Shuck, 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 Klamath County, State of Oregon, to-wit:

Lot 2 of Block 1 of Tract 1109, known as CHALET VISTA, Klamath County, Oregon, consisting of approximately 5 acres. Seller shall also provide buyer with a road easement as shall be provided by separate agreement. SUBJECT TO:

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District.
2. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin as shown on the recorded plat.

(CONTINUED ON ATTACHED SHEET)

for the sum of Twelve thousand five hundred and 00/100 Dollars (\$12,500.00) hereinafter called the purchase price) on account of which Two thousand five hundred and 00/100----- Dollars (\$2,500.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: The balance of \$10,000.00 to be paid at the rate of \$103.31 per month, said payment being both principal and interest, with interest at the rate of 8 percent on the remaining balance. Interest shall begin accumulating on August 1, 1975, and the first said monthly payment shall be made on the 1st day of September, 1975, with a like payment due and owing on the 1st day of each and every month thereafter until the entire balance of both principal and interest shall be paid.

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 other person or entity for business or commercial purposes other than agricultural purposes.

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 percent per annum from August 1, 1975 until paid, interest to be paid simultaneously and in addition to the minimum regular 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 August 1, 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 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 levied upon said premises, 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 \$----- 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 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 encumbrance since said date placed, permitted or arising, 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 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 revert 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 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 \$12,500.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the 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 thereunto by order of its board of directors.

*Glenn Dehlinger* *Dorothy Dehlinger*  
*Richard N. Shuck* *Kathryn A. Shuck*

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-Nass Form No. 1208 or similar, unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Nass Form No. 1207 or similar.

NOTE: The sentence between the symbols @ and @ if not applicable, should be deleted; see Oregon Revised Statutes, Section 92.030. (Notarial acknowledgment on reverse)

RECEIVED SEP 4 1975

After Recording  
9/16/75  
With a change is  
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Equitable Sav  
411 SW 6th St  
Fons No.  
(REV)



10431

With the Armed Forces of the United States )  
at Marine Corps Base ) ss.  
Twentynine Palms, California 92278 )

RICHARD N. SHUCK and KATHRYN A. SHUCK, being first duly sworn,  
depone and say:

That they are the same RICHARD N. SHUCK and KATHRYN A. SHUCK  
who entered into and executed a contract for the sale of real estate,  
as the BUYERS, with GLENN DEHLINGER and DOROTHY DEHLINGER as the  
SELLERS, made on 25 July 1975, and thereby acknowledge their signatures  
on that document.

*Richard N. Shuck*  
RICHARD N. SHUCK

*Kathryn A. Shuck*  
KATHRYN A. SHUCK

SUBSCRIBED AND SWORN to before me this 27th day of August 1975.

*G. L. Martin*  
G. L. MARTIN  
1st Lt., USMC

OFFICE OF THE STAFF JUDGE ADVOCATE  
Marine Corps Base  
Twentynine Palms, California 92278

CERT. IN ACCORD TO USC 827 AND AUTH  
TO ACT AS NOTARY BY 10 USC 956

After Recording  
of this document  
a change is made  
shall be sent to the  
Equitable SA  
411 SW 6th St  
Falm No  
(12)



10432

## EXCEPTIONS CONTINUED.

3. Utility easements as delineated on the recorded plat along the side and back lot lines being 16 feet in width.
4. Set back provisions as delineated on the recorded plat, 50 feet from the front and side lot lines.
5. 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 August 28, 1974 in Book M-74 page 10502.
6. Those zoning restrictions contained in that order, In the Matter of the Application for Change of Zone, No. 73-51, said order signed by the Klamath County Board of Commissioners, said order dated August 10, 1973, signed by Lloyd Gift, R. A. Pyle and Bryant Williams.
7. Those encumbrances of record and easements and rights of way of record and those apparent upon the land.

STATE OF OREGON,

County of Klamath

ss.

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 4th day of September, 1975, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Glenn Dehlinger and Dorothy Dehlinger

known to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Marlene T. Addington  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

*Marlene T. Addington*  
Notary Public for Oregon.  
My Commission expires 3-21-77

Return To: ~~HA~~  
+ Send Tax Stmts ~~Alb. St.~~  
To: Capt. Richard D. Shuck  
Communications Electronics School  
Marine Corps Base  
29 Palms, Calif. 92277

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