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CONTRACT—REAL ESTATE

Vol. 1175

THIS CONTRACT, Made this 3rd day of September, 1975, between Mitchell Harden and Sherry Harden, husband and wife,

and Carlos H. Romero and Ronda D. Romero, 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: The Southerly 34 feet of the Easterly 88 feet of lot 4 in Block 33, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, and the Northerly 3 feet of the Easterly 88 feet of lot 5 in Block 33 HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON, AND ALSO a strip of land two (2) feet wide of the Southerly 34 feet of the Easterly end of the Westerly 90 feet of Lot 4 of Block 33 in HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, OREGON.

Subject, however, to the following: 1. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof, Page: 253 (Lot 4) Recorded: December 8, 1915 Book 45. 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, Page: 564 (Lot 5) Recorded: August 25, 1913 Book 39. 3. Contract, including the terms and provisions thereof, Dated: March 1, 1971 Book: M-71 Page: 2991 Recorded: April 8, 1971 Vendor: William L. Rowland and Marion F. Rowland, husband and wife.

Vendee: Mitchell Harden, a single man, which Carlos H. Romero and (for continuation of this description see reverse side)

for the sum of Eleven Thousand and No/100ths----- Dollars (\$ 11,000.00 ) (hereinafter called the purchase price) on account of which Eight Hundred and No/100ths----- Dollars (\$ 800.00 ) 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: Ten Thousand Two Hundred and No/100ths (\$10,200.00) Dollars in monthly installments of \$135.00 per month, or more, including interest, for twelve (12) months, commencing October 5, 1976 and the balance to be paid at \$125.00 per month, or more, including interest, until the full balance and interest are paid in full.

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 investment or business purposes, and (C) for both investment and business 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 9% monthly from September 5, 1975 until paid, interest to be paid monthly per cent per annum from September 5, 1975. 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 closing plus 1975, and may retain such possession so long as he is not in default under the terms of this contract. The buyer shall 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 liens 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 full value.

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 covenants 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; for this purpose, use Stevens-Nuss Farm No. 1308 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Nuss Form No. 1307 or similar.

Mitchell Harden, et ux  
4402 Hope Street  
Klamath Falls, Oregon 97601  
SELLER'S NAME AND ADDRESS

Carlos H. Romero, et ux  
1621 Look-out Street  
BUYER'S NAME AND ADDRESS

After recording return to:

Carlos H. Romero  
1621 Lookout Street  
Klamath Falls, Oregon 97601  
NAME, ADDRESS, ZIP

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

Carlos H. Romero  
1618 Crescent Avenue  
City 97601  
NAME, ADDRESS, ZIP

SPACE RESERVED  
FOR  
RECORDER'S USE

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

[illegible]

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

Mitchell Harden  
Sherry Harden  
Sherry Harden

Carlos H. Romero  
Banda D. Romero

NOTE—The sentence between the symbols ⓐ, if not applicable, should be deleted. See OES 93.030).

STATE OF OREGON, )  
County of ) ss.  
Klamath )  
September 5, 1975 )  
Personally appeared ) who, being duly

Personally appeared the above named **Mitchell**  
**Harden, Sherry Harden, Carlos H.**  
**Romero and Ronda D. Romero**

Romero and Ronda D. Romero  
and acknowledged the foregoing instru-  
their voluntary act and deed.

ment to be

NOTARY Public for Oregon  
(OFFICIAL SEAL)  
Before me, William B. Doane  
Notary Public for Oregon  
7-17-78

STATE OF OREGON, County of \_\_\_\_\_, 19\_\_\_\_.

Personally appeared \_\_\_\_\_, 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 behalf of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

**Notary Public for Oregon**

ALL INFORMATION CONTAINED

(DESCRIPTION CONTINUED)

Ronda D. Romero, husband and wife, DO NOT assume and agree to pay and Mitchell Harden and Sherry Harden covenant that they will fully pay and perform said Contract prior to the time Carlos H. Romero and Ronda D. Romero have paid and performed this Contract, and that they shall be held harmless therefrom.

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of Transamerica Title

Filed for record at request of \_\_\_\_\_  
this 8 day of Sept A. D. 1975 at 3:45 p.  
Taken and recorded in Vol. M 75 of deeds on page 10603

2000

Wm. D. MILLY, County Clerk