

II

CONTRACT—REAL ESTATE

Vol. 45 Page 4

16343

8709

THIS CONTRACT, Made this 31st day of December, 1975, between
Don John Karr and Jean T. Karr, husband and wife

Don John Karr and Jean I. Karr, husband and wife, hereinafter called the seller,
and Charles R. Strohkirch and Sandra M. Strohkirch, husband and wife, 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:

scribed lands and premises situated in _____ County, State of _____,
 Lot 2 in Block 304 DARROW ADDITION TO THE CITY OF KLAMATH FALLS, Klamath
 County, Oregon.

Subject, however, to the following:

- 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 Darrow Addition.
 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 March 15, 1920, Book 69, Page 363.
- WITNESSES my hand and seal this 10th day of May, 1966 between Wilda M. Matthews, Seller

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 March 15, 1920, Book 69, Page 363.

3. Contract of Sale dated May 10, 1966, between Wilda M. Matthews, Seller, and Don John Karr and Jean T. Karr, husband and wife, Buyers, which Charles R. Strohkirch and Sandra M. Strohkirch, husband and wife, DO NOT assume and agree to pay, and Sellers covenant with Buyers that they will hold them harmless therefrom.

Said payments do not include taxes and fire insurance. It is further agreed by and between the parties hereto that Seller will pay the taxes on the Buyers, behalf and upon presentation of the paid receipt to Sellers, Buyers will reimburse Seller for the paid taxes. (For continuation of this document see reverse side of this Contract)

for the sum of Eight Thousand Nine Hundred and No/100ths--Dollars (\$8,900.00)
(Hereinafter called the purchase price), on account of which Three Hundred and No/100ths----
Dollars (\$300.00) 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: \$8,600.00) to the order
of the seller in monthly payments of not less than SEVENTY-FIVE and NO/100THS-----
Dollars (\$75.00) each, or more.

payable on the 31st day of each month hereafter beginning with the month of January, 1976,
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 8 per cent per annum from
December 31, 1975 until paid, interest to be paid monthly and * being included in

The buyer warrants to and covenants with the seller that the real property described in this contract is not:

[illegible]

insure and keep insured all buildings now or hereafter owned by the buyer, and

full insurable

not less than \$_____ in 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. All policies of insurance to be delivered to the seller as soon as insured. Now if the buyer shall fail to pay any such sums, costs, water rents, taxes, or charges or to procure and pay for such insurance, then he shall do so and any payment so made shall be added to the sums here, costs, water rents, taxes, or charges and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for buyer's breach of contract.

30 _____ days from the date hereof, he will furnish unto buyer a title insurance policy in

(Continued on reverse)

(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-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.

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____.

Record of Deeds of said county.
Witness my hand and seal of
County affixed.

Recording Officer

By Deputy

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to

recording return to:
Wright Real Estate
1213 Main
Klamath Falls, Ore 97601
NAME ADDRESS ZIP

NAME ADDRESS ZIP

Mail changes requested all tax statements shall be sent to the following address:

Don Kato
5648 Keweenaw
Keweenaw Falls. Ore. 9760

NAME ADDRESS ZIP

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

BUYER'S NAME AND ADDRESS

Wright Real Estate
1313 N. 4th St.
Room 207
Minneapolis, Minn.

NAME, ADDRESS

Until a change is requested all for

Unit 11 a change is requested all tax statements shall be sent to the

NAME, ADDRESS, ZIP

Don Kest
5648 Dwyer
Kremath Falls

NAME, ADDRESS

Salem, Oregon 97171

NAME, ADDRESS

16344

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 for (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 remain 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 \$8,900.00 *****

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 contract 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.

Don John Karr
Don John Karr
Jean T. Karr
Jean T. Karr

Charles R. Strohkirch
Charles R. Strohkirch
Sandra M. Strohkirch
Sandra M. Strohkirch

NOTE—The sentences between the symbols (), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,
County of Klamath
December 31, 1975

STATE OF OREGON, County of _____, ss.
Personally appeared _____, and

Personally appeared the above named Don John Karr, Jean T. Karr, Charles R. Strohkirch and Sandra M.

Strohkirch and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Wilde Matthew
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 3-3-78

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.

Before me: _____
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: _____

Section 4 of Chapter 618, Oregon Laws 1975, provides:

"(1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

Subject to a Mortgage dated February 10, 1966, recorded February 14, 1966, Mortgagee - Wilfred J. Erickson and Josephine E. Erickson, husband and wife, Mortgagee - Equitable Savings and Loan Association, which Buyers DO NOT assume and agree to pay and Sellers covenant that they will hold Buyers harmless therefrom.

STATE OF OREGON,
County of Klamath
Filed for record at request of
TRANSAMERICA TITLE INS. CO.
on this 31st day of DEC A.D. 1975
at 10:59 o'clock AM, and duly
recorded in Vol. M 75 of DEEDS
Page 16363
Wm D. MILNE, County Clerk
By Hez. Wayne Deputy
Fee \$ 6.00

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15 DEC 31 1975
It pay

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Dollars (\$
seller); the
of the seller
Dollars (\$9

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and continuing
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December 31
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The buyer warrants
(A) primarily for
(B) for an original

The buyer shall be
he is not in default under
erected in good condition
and all other liens and ave
such items; that he will pay
after lawfully may be imposed
insure and keep

full insu
not less than \$_____
their respective interests may app
such liens, costs, water rents, adv
to and become a part of the debt
the seller for buyer's breach of con

The seller agrees that at the
suring (in an amount equal to said
said purchase price in fully paid an
premises in fee simple unto the buyer
since said date placed, permitted or
liens, water rents and public charges

IMPORTANT NOTICE: Delete, by lining out
a creditor, as such word is defined in the In
for this purpose, use Stevens-Hess Form No.
Stevens-Hess Form No. 1307 or similar.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:
Wright Real Est
1313 Main
Klamath Falls, OR
NAME, ADDRESS, ZIP
Don Karr
5648 De
Klamath Falls, OR
NAME, ADDRESS, ZIP

1225
Salem, Oregon 97301
NAME, ADDRESS, ZIP