

TK

CONTRACT—REAL ESTATE

Vol. 16379

8726

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

and Charles R. Strohkirch and Sandra M. Strohkirch, 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 de-
scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

A tract of land described as follows:

Beginning at the iron pin which marks the Southeast corner of Lot 12,
Block 7 of LAKESIDE ADDITION TO KLAMATH FALLS, and running; thence
North along the West line of Lewis Street a distance of 80 feet to a
point; thence West a distance of 45 feet to a point; thence South
parallel to the West line of Lewis Street a distance of 80 feet to a
point on the South line of Lot 12; thence East along the South line
of Lot 12 a distance of 45 feet, more or less, to the point of beginn-
ing; said tract being portions of Lot 11 and Lot 12, Block 7 of Lake-
side Addition to Klamath Falls.

It is further agreed by and between the parties hereto that the
payments required below do not include taxes and fire insurance.

for the sum of Five Thousand Eight Hundred and No/100ths Dollars (\$5,800.00)
(hereinafter called the purchase price), on account of which Three Hundred Fifty and No/100ths
Dollars (\$350.00) 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: \$5,450.00) to the order
of the seller in monthly payments of not less than SIXTY and NO/100THS
Dollars (\$60.00) 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 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 for a natural person in business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on December 31, 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 here-
after 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
full insurable
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 in-
suring (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.

(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.

SELLER'S NAME AND ADDRESS	
BUYER'S NAME AND ADDRESS	
After recording return to:	
Wright Real Estate	
1213 Main	
Klamath Falls, Ore 97601	
NAME, ADDRESS, ZIP	
Until a change is requested all tax statements shall be sent to the following address:	
Don J. Karr	
5644 Bowen	
Klamath Falls, Ore 97601	
NAME, ADDRESS, ZIP	

STATE OF OREGON,

County of _____

I certify that the within instru-
ment was received for record on the
_____ day of _____, 19____,
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

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December 1975

Strohkirch, hereinafter called the seller,
husband and wife
to-wit: 1975

1966, by and between
John Karr and Jean T.
Karr, husband and wife, and
to that the
insurance.

1976, by and between
John Karr and Jean T.
Karr, husband and wife, and
to that the
insurance.

1976, by and between
John Karr and Jean T.
Karr, husband and wife, and
to that the
insurance.

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John Karr and Jean T.
Karr, husband and wife, and
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Karr, husband and wife, and
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insurance.

1976, by and between
John Karr and Jean T.
Karr, husband and wife, and
to that the
insurance.

[illegible]

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 \$5,800.00

(The sum of five thousand eight hundred and no/100ths)

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.

Don John Karr

Don John Karr
Jean T. Karr

Charles R Strohecker

Charles R. Strohkirch
Sandra M. Strohkirch

Sandra M. Strohkirch

NOTE—The sentences between the symbols ①, 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 _____ 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 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:

(OFFICIAL
SEAL)

Before me
(OFFICIAL SEAL) *Willa Matthews*
Notary Public for Oregon
My commission expires 3-3-78

Notary Public for Oregon

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 conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.
 "Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

STATE OF OREGON,
County of Klamath

Filed for record at court of _____

Transamerica Title Insurance Co.

on this 31 day of Dec A. D. 19 75

3:57 o'clock P. M. and duty.

recorded in Vol. M 75 of deeds

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Wm D. MILNE, County Clerk

By Hazel Hazel Deputy

6.00

STATE BAR NEWS LAW PUBLISHING CO., PORTLAND, OR. 97208

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ember
and wife
Arch, hereinafter called the seller,
husband and wife
hereinafter called the buyer,
in the seller all of the following de-
scribed premises, to-wit:

CITY OF KLAMATH
OREGON

1966.