

1-1-74 15585

BARGAIN AND SALE DEED Vol. 26 Page 9720

KNOW ALL MEN BY THESE PRESENTS, That Bert F. Curtis, hereinafter called grantor, for the consideration hereinabove stated, does hereby grant, bargain, sell and convey unto Bert F. Curtis and Lenora M. Curtis, husband and wife, hereinafter called grantee, and unto grantee's heirs, successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

Tract 3 and 4, SUNSHINE TRACTS, Merrill, Oregon; subject to (1) acreage and use limitations under provisions of the United States statutes and regulations issued thereunder; (2) Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, contracts, easements and water and irrigation rights in connection therewith; (3) Liens of City of Merrill, if any.

No consideration this deed is recorded for the purpose of changing names

To Have and to Hold the same unto the said grantee and grantee's heirs, successors and assigns forever.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 000
 (However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 28 day of June 1976; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

Bert F. Curtis

(If executed by a corporation, affix corporate seal)

STATE OF OREGON, } ss.
 County of Klamath } ss.
 June 28, 1976.

Personally appeared Bert F. Curtis and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: Wm. D. Milne
 Notary Public for Oregon
 My commission expires 7-30-77

STATE OF OREGON, County of Klamath } ss.
 I certify that the within instrument was received for record on the 28th day of June, 1976, at 12:09 o'clock P.M., and recorded in book M. 76 on page 9720 or as file/reel number 15585, Record of Deeds of said county.

Witness my hand and seal of County affixed.

W.M. D. MILNE Recording Officer
 By: J. D. Milne Deputy

GRANTOR'S NAME AND ADDRESS
 Bert F. Curtis
 Box 422
 Merrill, Oregon 97633
 NAME, ADDRESS, ZIP

GRANTEE'S NAME AND ADDRESS
 Same as above
 NAME, ADDRESS, ZIP

After recording return to:
 Bert F. Curtis
 Box 422
 Merrill, Oregon 97633
 NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
 Same as above
 NAME, ADDRESS, ZIP

FEE \$ 3.00

FORM No. 708. CONTRACT—REAL ESTATE—Monthly Payments

MTC # 457-1925 STEVEN-NESST PUBLISHING CO., PORTLAND, OR. 97204

TK

15586

CONTRACT—REAL ESTATE

VOL. 7 / Page 9721

THIS CONTRACT, Made this 16th day of June, 1976, between Jess W. Henryes and Rose M. Henryes, husband and wife and James S. Pardee, Jr. and Debra M. Pardee, husband and wife

and James S. Pardee, Jr. and Debra M. Pardee, husband and wife, hereinafter called the seller, and James S. Pardee, Jr. and Debra M. Pardee, 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:

That portion of Government Lot 15 of Section 8, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, lying westerly of State Highway No. 62, according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

Subject, however, to the following:

1. The rights of the public in and to that portion of the premises herein described lying with the limits of State Highway No. 62.
2. Reservations and restrictions as contained in the deed from United States of America recorded September 5, 1957, in Volume 294, page 219, Deed Records of Klamath County, Oregon, as follows:

"There is reserved a right of way to the Klamath County Court, Klamath County Oregon, for Williamson River Market Road, and a triangular piece of land 15 feet by 60 feet for Stockpile site, approved by John E. Edwards, Assistant Secretary of the Interior, on June 24, 1925, pursuant to the provisions of the Act of March 3, 1901 (31 Stat. L. 1058-1084) and Departmental regulations thereunder.

This is also reserved a right of way to Oregon State Highway (for continuation of this Contract see reverse side of this document) for the sum of Fifteen Thousand Five Hundred and No/100ths Dollars (\$15,500.00) (hereinafter called the purchase price), on account of which Eight Thousand and No/100ths--- Dollars (\$8,000.00) 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: \$7,500.00) to the order of the seller in monthly payments of not less than NINETY-ONE and NO/100ths Dollars (\$91.00) each, or more, prepayment without penalty

payable on the 1st day of each month hereafter beginning with the month of August, 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 July 1, 1976 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 entity buyer is a member, partner or -or commercial purposes other than agricultural purposes.
 closing
 The buyer shall be entitled to possession of said lands on August 1, 1976, 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 for repair and will not suffer or permit any waste or strip thereby; 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 reasonable 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 full insurable.

not less than \$... value 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, 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 all 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.

HENRYES

SELLER'S NAME AND ADDRESS

PARDEE

BUYER'S NAME AND ADDRESS

After recording return to:

Mountain Title Company
Attention: Marlene

NAME, ADDRESS, ZIP

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

James S. Pardee, Jr. & Debra M.
Pardee
932 Harmony Lane Ashland, Oregon

NAME, ADDRESS, ZIP 97520

STATE OF OREGON,

ss.

County of
 I certify that the within instrument 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.

Recording Officer
Deputy
B.J.

9722

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 covenant 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 sell hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights retained by the buyer hereunder shall revert to and vest in said seller without any act of re-entry, or any other act of the seller to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of the purchase and 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 therof, 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 \$ 15,500.00

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 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.

Jess W. Henryres
Rose M. Henryres
H. Pondella, Adeline M.
Rose M. Henryres

James S. Pardee, Jr.
Debra M. Pardee

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

STATE OF OREGON,	STATE OF OREGON, County of.....
County of Klamath) ss.
June 13, 1976	Personally ap-
	each for himself an
	and that the seal a
	of said corporation
	hall of said corpora
	them acknowledged
	Before me:
(OFFICIAL SEAL)	Notary Public for Oregon
	My commission expires 3-21-77

STATE OF OREGON, County of.....) ss.
County of Klamath	Personally ap-
June 13, 1976	each for himself an
	and that the seal a
	of said corporation
	hall of said corpora
	them acknowledged
	Before me:
(OFFICIAL SEAL)	Notary Public for Oregon
	My commission expires 3-21-77

Section 4 of Chapter 618, Oregon Laws 1975, provides:
 "(1) All instruments contracting to convey fee title to any real property, at a time executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment in oaths. 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)

Commission for Oregon State Highway No. 97 (now State Highway No. 62) approved by Oscar L. Chapman, Assistant Secretary of the Interior, on October 22, 1938, pursuant to the provisions of the Act of March 3, 1901 (31 Stat. L 1084) and Departmental regulations thereunder.

Title to the above-described property is conveyed subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and any other easements or rights of way of record.

All Subsurface rights, except water, are hereby reserved, in trust, for the heirs of Millie Thilitate, deceased Klamath allottee No. 648.

3. Unrecorded Contract of Sale dated September 8, 1973 by and between George A. Pondella, Sr. and Adeline M. Pondella, husband and wife, as Sellers, and Jess W. Henryres and Rose M. Henryres, husband and wife as Buyers, which Contract Vendees, James S. Pardee, Jr. and Debra M. Pardee do not assume and agree to pay, and Vendors covenant to and with said Vendees that they will hold them harmless therefrom.

Purchasers specifically agree to pay the full contract balance on or before August 1, 1986.

STATE OF OREGON; COUNTY OF KLAMATH; et al.

Filed for record XXXXXXXXXX

this 28th day of June A.D. 19 76/1;23 o'clock p.m. and duly recorded in Vol. M 76, of DEEDS on Page 9721

FEE \$ 6.00

Wm D. MILNE, County Clerk