

TK 15610

CONTRACT—REAL ESTATE

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THIS CONTRACT, Made this 25 day of June 1976, between John M. Hildum and Rae J. Hildum, husband and wife

and Lee B. Davis, hereinafter called the seller, and 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 12 in Block 3 of FIRST ADDITION TO ALTAMONT ACRES, EXCEPT the South 75 feet thereof and ALSO EXCEPT the West 50 feet of the North 125 feet thereof, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Subject, however, to the following:

1. Reservations and restrictions contained in deed from F. L. Weaver and Elsie H. Weaver to Francis W. LaSalle and Louise J. LaSalle, dated December 6, 1937, recorded September 23, 1940 in Volume 132, page 160, Microfilm Records of Klamath County, Oregon, as follows: "...reserved to grantors, an easement and right of way for the purpose of constructing and maintaining an irrigation ditch along the boundary line or lines of the land hereinbefore described."
2. Liens and assessments of Klamath Project and Klamath Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith.
3. Rules, regulations and assessments of South Suburban Sanitary District.

for the sum of Ten Thousand and No/100ths-----Dollars (\$10,000.00) (hereinafter called the purchase price), on account of which Five Hundred and No/100ths-----Dollars (\$500.00) 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: \$9,500.00) to the order of the seller in monthly payments of not less than ONE HUNDRED TWO and 45/100ths-----Dollars (\$102.45) each, or more, prepayment without penalty. First Payment due August 1, 1976, however the balance is payable on the 10th day of each month hereafter beginning with the month of September, 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 9.5 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 prorated 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 the purpose of business or commercial purposes, or (C) for the purpose of investment or other financial purposes.

The buyer shall be entitled to possession of said land on closing 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 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 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 insurable 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, 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 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 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		STATE OF OREGON,	
		County of _____	
BUYER'S NAME AND ADDRESS		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 _____.	
After recording return to:		Record of Deeds of said county.	
Certified Mtg Co		Witness my hand and seal of County affixed.	
928 Klamath Ave		Recording Officer	
K Falls, Or		By _____ Deputy	
NAME, ADDRESS, ZIP			
Until a change is requested all tax statements shall be sent to the following address.			
Lee B. Davis			
Box 116			
Bonanza, Or			
NAME, ADDRESS, ZIP			

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