

1-1-74

15992

CONTRACT—REAL ESTATE

Vol. 76 Page 10260

THIS CONTRACT, Made this 25th day of June, 1976, between Wayne A. Wilcox and Betty M. Wilcox, Husband and Wife, and Arnold Lee Herrman and Kathy Latter Herrman, Husband and Wife, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit: The Northeast one half of Lot 17 in Block 21 of Industrial Addition to the City of Klamath Falls, Oregon. Also known as 320 Division.

for the sum of Five Thousand Five Hundred Dollars (\$5,500.00) Dollars (\$5,500.00) (hereinafter called the purchase price) on account of which Five Hundred Dollars Dollars (\$500.00) 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 amounts as follows, to-wit:

Balance of \$5,000.00 to be paid at the rate of \$50.00 per month or more, including 8 1/2% interest. First payment to be due Sept. 1, 1976 and a like payment each month thereafter until paid in full.

House is to be purchased "as is" and no guarantees as to its condition are made, express or implied, by the seller.

Buyers are aware that the seller is a licensed Real Estate Broker, and that this is a sale of his property.

Buyer has personally inspected the property.

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) ~~primarily for investment or 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 8 1/2% per cent per annum from August 1, 1976 until paid, interest to be paid Monthly and being included in 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.

At the time of the execution hereof, the sellers herein (who are husband and wife) own said described real estate as tenants by the entirety; wherefore, the sellers intend and declare that their interest in this contract and in the unpaid purchase price of said described real estate heretofore shall be that of joint tenants with the right of survivorship and not that of tenants in common; in the event of the death of one of the sellers, the title to the sellers' interest in this contract and in and to the then unpaid balance of said purchase price, principal and interest, immediately shall vest solely in the survivor of the sellers.

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 and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's and other liens and save the sellers harmless therefrom and reimburse sellers for all costs and attorney's fees incurred by them 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 \$5,500.00 in a company or companies satisfactory to the sellers, with loss payable to the sellers as their interest may appear and all policies of insurance to be delivered to the sellers as soon as insured. Now if the buyer shall fail to pay any such taxes, costs, water rents, taxes, or charges or to procure and pay for such insurance, the sellers 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 sellers for buyer's breach of contract.

The sellers agree that at their expense and within ten days from the date hereof, or when contract is paid in full, they 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 sellers 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. Sellers also agree that when said purchase price is fully paid and upon request and upon surrender of this agreement, they 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 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.

*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.

Wayne A. Wilcox
3916 Coronada Way
Klamath Falls, Oregon 97601
SELLER'S NAME AND ADDRESS

Mr. & Mrs. Arnold Lee Herrman
4406 Denver Ave. Apt. D
Klamath Falls, Oregon 97601
BUYER'S NAME AND ADDRESS

After recording return to:

WESTERN BANK
P. O. Box 659
Klamath Falls, Ore. 97601
Attention: Helen Ford

the following address:
s. Oregon 97601

the following address.

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____ ss.
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 attixed.

By _____ Recording Officer
Deputy

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 sellers at their 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 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 sellers 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 re-vest in said sellers without any act of re-entry or any other act of said sellers 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 heretofore made on this contract are to be retained by and belong to said sellers as the agreed and reasonable rent of said premises up to the time of such default. And the said sellers, 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 sellers at any time to require performance by the buyer of any provision hereof shall in no way affect their right hereunder to enforce the same, nor shall any waiver by said sellers 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 \$ 5,500.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which).[ⓐ]

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 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 shall include 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; also, in the event of the demise of one of said sellers, that the word "sellers" shall mean only the survivor of them and the heirs and assigns of such survivor.

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.

X. *Arnold L. Herkman*

Kathy L. Herkman *Betty M. Wilcox*

NOTE—The sentence between the symbols ⓐ, if not applicable, should be deleted. See ORS 93.0301.

STATE OF OREGON,)
County of Klamath) ss. STATE OF OREGON, County of _____) ss.
July 1, 1976, 19____ Personally appeared _____ and _____ who, being duly sworn, each for himself and not one for the other, did say that the former is the _____ 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.

Personally appeared the above named Arnold L. Herkman, Kathy L. Herkman, and Betty M. Wilcox

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

Before me, *[Signature]*
Notary Public for Oregon
My commission expires 12/15/78

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

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record _____
this 7th day of JULY A. D. 1976, at _____ o'clock p.m. and
duly recorded in Vol. M 76 of DEEDS on Page 10260

FEE \$ 6.00

W. D. MILNE, County Clerk

[Signature]