

TK

10378

CONTRACT—REAL ESTATE

10794

THIS CONTRACT, Made this 15th day of July, 1976, between
Carl Ewing and Elma Ewing, husband and wife

and Robert E. Ewing and Alice M. Ewing, 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: Beginning at an iron pin on the Southerly right of way line of Ezell Avenue which lies North 1°12' West along the Section line (which is the center line of Summers Lane) a distance of 948.4 feet and South 89°40' West along the Southerly right of way line of Ezell Avenue a distance of 270 feet from the iron point which marks the Southeast corner of the NE 1/4 of the NE 1/4 of Section 10, Township 39 South, Range 9 East, Willamette Meridian, and running thence: Continuing South 89°40' West along the Southerly right of way line of Ezell Avenue a distance of 181.2 feet to an iron pin which lies on the Easterly right of way line of the United States Reclamation Service Drain; thence South 30°38' East along the Easterly right of way of the United States Reclamation Service Drain a distance of 288.3 feet to an iron pin; thence North 89°40' East a distance of 39.5 feet to an iron pin; thence North 1°12' West a distance of 249 feet, more or less, to the point of beginning, said tract being in the NE 1/4 of the NE 1/4 of Section 10, Township 39 South, Range 9 East, Willamette Meridian, in Klamath County, Oregon.

Subject, however, to the following:

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath irrigation (for continuation of this legal description see reverse side of this Contract)

for the sum of Eleven Thousand Seven Hundred and No/100th Dollars (\$11,700.00...) (hereinafter called the purchase price), on account of which One Thousand One Hundred and Dollars (\$1,100.00) 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: \$10,600.00) to the order of the seller in monthly payments of not less than ONE HUNDRED AND NO/100THS Dollars (\$100.00) 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 7% per cent per annum from August 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 any other purpose, to-wit: for business or commercial purposes, or for other agricultural purposes.

The buyer shall be entitled to possession of said lands on July 10, 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 mechanics' 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 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 \$ value full insurable 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 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.

STATE OF OREGON,

SS.

County of

I certify that the within instrument was received for record on the day of 1976,

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

By Deputy

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

Robert E. Ewing, 4016 - Egall Ave
NAME, ADDRESS, ZIP

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

Goa Key - Klamath
NAME, ADDRESS, ZIP

