

CONTRACT — REAL ESTATE

THIS CONTRACT, made this 29 day of July, 1976, between SARAH F. CLARK, a widow, hereinafter called the seller, and BERNARD DWAYNE JOHNSON and JEAN RAE JOHNSON, husband and wife, as tenants by the entirety, 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 a point on the North line of Tract 32, Altamont Small Farms, in Section 15, Township 39 South, Range 9 E.W.M., which is North 88°46' West a distance of 300 feet from the northeast corner of said Tract 32; thence South 0°11' West 322.84 feet along a line parallel to Altamont Drive to the northeasterly right of way line of the Great Northern Railroad; thence North 47°57' West 140.98 feet along said right of way line; thence North 0°11' East 228.74 feet to the North line of said Tract 32; thence South 88°46' East 105 feet to the point of beginning; being a portion of Tracts 32 and 31 of said Altamont Small Farms.

Beginning at a point which is distant from the northeast corner of Tract 32 of Altamont Small Farms, the following courses and distances:

North 88°46' West along the north line of said Tract 32, 300 feet and South 0°11' West 218 feet; thence from said point of beginning South 88°46' East 100 feet to the westerly line of parcel heretofore sold to Lester H. Yarnell, et ux., as more particularly described in deed dated May 12, 1937, recorded in Volume 109 page 233, Deed Records of Klamath County, Oregon; thence along the westerly line of said Yarnell property South 0°11' West 197 feet, more or less, to the northeasterly line of the right of way of the Great Northern Railway; thence along said right of way line North 47°57' West 134 feet, more or less, to a point which is South 0°11' West from the point of beginning; thence North 0°11' East 104.84 feet to the point of beginning; being a portion of Tracts 31 and 32, Altamont Small Farms,

for the sum of FIFTEEN THOUSAND FIVE HUNDRED and no/100 Dollars (\$15,500.00) (hereinafter called the purchase price), on account of which nothing is paid on the execution hereof; the buyer agrees to pay the remainder of said purchase price (to-wit: \$15,500.00) to the order of the seller in monthly payments of not less than One

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Hundred Fifty and no/100 Dollars (\$150.00) each, 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 eight per cent (8%) 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 primarily for buyer's personal, family, household or agricultural purposes.

The buyer shall be entitled to possession of said lands on August 1, 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 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 \$15,500.00 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the



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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 she will pay one-half (1/2) of the expenses of 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, she 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.

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 seller at her option shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid principal

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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 seller 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 revest in said seller without any act of re-entry, or any other act of said seller 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 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 thereof, 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 her 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

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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, on the day and year first above written.

SELLER: Sarah F. Clark  
SARAH F. CLARK

BUYER: Bernard Duane Johnson  
BERNARD DWAYNE JOHNSON  
Jean R. Johnson  
JEAN RAE JOHNSON

STATE OF OREGON, COUNTY OF KLAMATH: ss.

July 21, 1976.

Personally appeared the above named SARAH F. CLARK, BERNARD DWAYNE JOHNSON and JEAN RAE JOHNSON and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

*Notary*  
By: Bernard Johnson  
3280 1/2 Anderson  
City

Wm. D. Milne  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 7-30-77

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STATE OF OREGON, COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 29 day of July A.D., 1976 at 4:01 o'clock P.M., and duly recorded in Vol. M 76 of deeds on Page 11624.

FEE 15.00

WM. D. MILNE, County Clerk.

By Hazel Drake Deputy

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