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17557

CONTRACT—REAL ESTATE

Vol. 76 Page 12460

THIS CONTRACT Made this 11th day of August, 1976, between
 CARL M. NIELSEN and CARMELITA JUNE NIELSEN, husband and wife,
 and THOMAS A. RUDDOCK and VIOLA A. RUDDOCK, 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 de-
 scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

All that portion of TRACT 2 of 400 SUBDIVISION, lying Southerly and
 Westerly of the right of way of the No. 1-B-1A Drain of Klamath Project
 according to the official plat thereof on file in the office of the
 County Clerk of Klamath County, Oregon.
 Subject to the following:

- 1) The premises herein described are within and subject to the statutory
 powers, including the power of assessment of Klamath Irrigation
 District.
- 2) ~~The premises herein described are within and subject to the statutory
 powers, including the power of assessment of Klamath Basin Improvement
 District.~~
- 3) Warranty Clearance Easement and incidentals as conveyed to the United
 States of America by instrument recorded June 18, 1964 in Volume 353,
 page 605, Deed Records of Klamath County, Oregon.

for the sum of TWENTY SEVEN THOUSAND AND NO/100-----Dollars (\$ 27,000.00)
 (hereinafter called the purchase price), on account of which FIVE THOUSAND AND NO/100-----
 Dollars (\$ 5,000.00) 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: \$ 22,000.00) to the order
 of the seller in monthly payments of not less than ONE HUNDRED SIXTY TWO AND 47/100-----
 Dollars (\$ 162.47) each, or more,

payable on the 1st day of each month hereafter beginning with the month of November, 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
 date of contract 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 investment or business purposes, and the seller hereby agrees to deliver to the buyer a deed of warranty of title.

The buyer shall be entitled to possession of said lands on September 25, 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 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, rent, public charges and municipal liens which have
 after 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 value

not less than \$_____ 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 in-
 suring (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

BUYER'S NAME AND ADDRESS

After recording return to:

Mountain Title Company
 407 Main Street
 Klamath Falls, Oregon

NAME, ADDRESS, ZIP

Until a change is requested all fax statements shall be sent to the following address:

Thomas A. Ruddock
 Route 1 Box 565
 Klamath Falls, Oregon

NAME, ADDRESS, ZIP

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,

County of

I certify that the within instru-
 ment 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.

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 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 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 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 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 \$27,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which).³

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.

Carl M. Nielsen
Carl M. Nielsen

Carmelita June Nielsen
Carmelita June Nielsen

Thomas A. Ruddock
Thomas A. Ruddock

Viola A. Ruddock
Viola A. Ruddock

NOTE—The sentence between the symbols ³, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of Klamath ss.

August 11, 1976.

STATE OF OREGON, County of _____ ss.

Personally appeared _____, 19____

_____ and _____, who, being duly sworn,

each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

Personally appeared the above named _____

Carl M. Nielsen & Carmelita June Nielsen, Thomas A. Ruddock & Viola A. Ruddock, and acknowledged the foregoing instrument to be _____

_____ voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Gary B. Baird

Notary Public for Oregon

My commission expires 8-1277

Notary Public for Oregon

My commission expires: _____

(OFFICIAL SEAL)

Section 4 of Chapter 618, Oregon Laws 1975, provides:
(1) All instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer 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)

It is hereby agreed by and between the parties hereto that the Buyers agree to pay a lump sum payment of \$5,000.00 on or before January 30, 1977 and from said lump sum payment the escrow agent is authorized and directed to pay off the Contract held in escrow at First Federal Savings and Loan Association, Escrow No. 2449 wherein Percy L. Baird, et ux., are Sellers, and Gary L. Zumwalt, et ux, are Buyers.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record XXXXXXXXXXXX

this 12th day of AUGUST

A. D. 1976 at 8:58 o'clock A. M., on

duly recorded in Vol. M 76 of DEEDS on Page 12460

FEE \$ 6.00

Wm D. MILNE, County Clerk

By *Hazel Draper*