

TK

18019

CONTRACT—REAL ESTATE

Vol. 1716

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THIS CONTRACT, Made this 20th day of August, 1976, between
EUGENE O. SHEEHY and FRANCES L. SHEEHY, Husband and Wife,

and RICHARD J. WALSH, A single man

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 Southwest quarter of the Northeast quarter of Section 26, Township 39 South, Range 9 East, Willamette Meridian, LESS a portion deeded to the City of Klamath Falls, dated February 9, 1955, recorded February 15, 1955, in Volume 272 of Deeds, page 310, records of Klamath County, Oregon, as follows: Beginning at an iron pipe which marks the Southwest 1/16 corner of the NW1/4NE1/4, Section 26 in Township 39 South, Range 9 East, Willamette Meridian, Klamath County, Oregon; thence South 89°38'15" East along the Southerly line of the NW1/4NE1/4 of said Section 26, a distance of 18.38 feet to an iron pin; thence South 21°30'15" East a distance of 1428.85 feet to an iron pin, said pin being on the Southerly line of the SW1/4NE1/4 of said Section 26; thence North 89°36'15" West along said Southerly line of the SW1/4NE1/4 of said Section 26, a distance of 554.87 feet to a fence corner post, said post marking the center of said Section 26; thence North 0°32'45" East along the Westerly line of SW1/4NE1/4 of said Section 26 a distance of 1325.67 feet to the point of beginning.

SUBJECT TO:

1. The premises herein described are within and subject to the (continued on reverse)
for the sum of THIRTY THOUSAND AND NO/100ths Dollars (\$30,000.00) (hereinafter called the purchase price), on account of which SIX THOUSAND AND NO/100ths Dollars (\$6,000.00) 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: \$24,000.00) to the order of the seller in monthly payments of not less than ONE HUNDRED SEVENTY AND NO/100ths Dollars (\$170.00) each, or more, with no prepayment penalty;

payable on the 1st day of each month hereafter beginning with the month of October, 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 1/2 per cent per annum from September 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 an organization or (even if later) for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on September 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 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 premises, 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 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 ever 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.

Eugene O. and Frances L. Sheehy
P.O. Box 594

Klamath Falls, Oregon 97601

SELLER'S NAME AND ADDRESS

Richard J. Walsh

Rt. 1 Box 555

Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

After recording return to:

Mountain Title Company

Main Branch

Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

Richard J. Walsh

Rt. 1 Box 555

Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

STATE OF OREGON.

County of _____

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 affixed.

Recording Officer

By _____ 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 for (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 rest 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 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.

It is expressly agreed that buyer shall assume and pay all taxes, real and personal, on said property and pay all fees and costs for water rights, rents and privileges.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$30,000.00. ~~On account of the actual consideration~~ ~~consists of or includes other property or value given or promised which is hereby considered (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 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.

Eugene O. Sheehy
EUGENE O. SHEEHY
Frances L. Sheehy
FRANCES L. SHEEHY

Richard J. Walsh
RICHARD J. WALSH

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

STATE OF OREGON,
County of Klamath } ss.
August 20, 1976

STATE OF OREGON, County of _____) ss.
_____, 19____,

Personally appeared _____ and

Personally appeared the above named Eugene O. Sheehy & Frances L. Sheehy & Richard J. Walsh

_____ 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 _____

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

_____ 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.

Before me:
(OFFICIAL SEAL) *Gay B. Pabst*
Notary Public for Oregon
My commission expires 8-12-77

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

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)

statutory powers, including the power of assessment, of Klamath Irrigation District.

2. Right of way, 10 feet wide, for the transmission and distribution of electricity and incidentals as conveyed to the California Oregon Power Company by instrument recorded July 11, 1938 in Volume 116, page 441. (General location)

3. Warranty Clearance Easement and incidentals as conveyed to the United States of America by instrument recorded April 10, 1964 in Volume 352, page 277, Klamath County, Oregon.

IN ADDITION, SUBJECT TO THE FOLLOWING which seller expressly agrees to assume and pay and hold buyer harmless therefrom: Unrecorded contract of sale of said land by and between Frank Witherspoon and Gregory Martinez, as sellers and Eugene O. Sheehy and Frances L. Sheehy, husband and wife, as buyers, dated January 23, 1973, with an approximate balance of \$14,061.80 and escrowed at First Federal Savings and Loan Association of Klamath Falls Oregon for collection; Account No. 3225.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 23 rd day of August A. D. 1976 at 3:02 P. M.

fully recorded in Vol. M76, of 13093

Wm D. MILME, COUNTY CLERK

By *Sarahy de Lore*

Fee \$6.00