

8-11258

18097

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CONTRACT

THIS AGREEMENT made this 1st day of September, 1976 by GERALD C. WOLFF and HENRY G. WOLFF, hereinafter referred to as Sellers, and JOSEPH S. MARTORANA

~~hereinafter called Purchasers:~~

WITNESSETH:

Sellers agree to sell to Purchasers and Purchasers agree to purchase that certain land, and all improvements thereon, situated in Klamath County, State of Oregon, described as follows:

Lots 2 & 3 Block 5 of IRISH BEND, located in Section 17 of Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon

The purchase price of the property, which Purchasers agree to pay, shall be the sum of \$6,000.00, payable as follows:

- (a) The sum of \$ 200.00 which has previously been paid as earnest money;
- (b) The sum of \$ 1,000.00 which is paid upon execution hereof;
- (c) The remaining balance of \$ 4,800.00 shall be paid in monthly installments of \$ 56.98, or more,

including interest at the rate of 7 1/2 percent per annum on the unpaid balances, the first of such installments to be paid on the 1st day of October, 1976, and subsequent installments to be paid on or before the 1st day of each and every month thereafter until the entire purchase price, including both principal and interest, is paid in full.

1. Purchasers may, at any time, pay off the entire balance of the purchase money remaining due, together with interest due thereon, to the date of payment.

2. In the event Purchasers fail to pay, when due, any amounts required of them to be paid hereunder, Sellers may pay any or all such amounts. If Sellers make any such payments, the amounts thereof shall be added to the purchase price of the property on the date such payments are made by Sellers and such amounts shall bear interest at the same rate as provided above.

3. All taxes levied against the above-described property for the current tax year shall be pro-rated between Sellers and Purchasers as of the date of closing. Purchasers agree to pay, when due, all taxes which are hereunder levied against the property and all public, municipal and statutory liens which may be hereafter lawfully imposed upon the premises.

4. Purchasers agree to keep the buildings on said premises insured against loss by fire or other casualty in an amount not less than the insurable value, with loss payable to the parties hereto as their interests appear at the time of loss, with priority in payment to Sellers. Any amount received by Sellers under the insurance in payment of a loss shall be applied upon the unpaid balance of the purchase price and shall reduce said unpaid balance to the extent of the amount of the insurance payment received by Sellers. All uninsured losses shall be borne by Purchasers on or after the date Purchasers become entitled to possession.

5. Purchasers shall be entitled to possession of the premises as of the 1st day of September 1976

6. Purchasers agree that all improvements now located or which shall hereafter be placed on the premises, shall remain a part of the real property and shall not be removed at any time prior to the expiration of this agreement without the written consent of Sellers. Purchasers shall not commit any waste of the property, or any improvements thereon, and shall maintain the property, and all improvements thereon, in good condition and repair.

7. Sellers shall furnish, at their expense, a Purchaser's title insurance policy in the amount of \$6,000.00 with TEN days from the date hereof, insuring Purchasers against loss or damage sustained by them by reason of the unmarketability of Sellers' title, or liens or encumbrances thereon, excepting matters contained in usual printed exceptions in such title insurance policies, easements, conditions, and restrictions of record and encumbrances herein specified, if any.

8. Sellers covenant that they are the owners of the above-described property, free of all encumbrances except those set out above.

9. As soon as practicable following the execution of this agreement, Sellers shall deliver in escrow to the United States National Bank of Oregon, ~~Clatskanie, Oregon~~ Klamath Falls, Oregon,

(a) A Warranty Deed to the property, free and clear of all encumbrances, except as expressly specified herein, said deed to be executed by Sellers with Purchasers as Grantees;

(b) An executed copy of this agreement;

(c) A Purchasers' title insurance policy as described above;

and upon payment of the entire purchase price for the property, said escrow agent shall deliver to Purchasers the instruments specified above. If Purchasers fail to pay any installment before the expiration of thirty days after the date thereof, escrow agent is authorized to surrender to Sellers upon demand, and without notice to Purchasers, all of the documents specified in the preceding paragraphs, thereby terminating the escrow.

10. Purchasers certify that this contract of purchase is accepted and executed on the basis of their own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence their judgment; that no representations as to the condition or repair of said premises have been made by Sellers or by any agent of Sellers, and that Purchasers take said property and the improvements thereon in the condition existing at the time of this agreement.

11. In the event that Purchasers shall fail to perform any of the terms of this agreement, time of payment and performance being of the essence, Sellers shall, at their option, have the following rights:

- (a) To foreclose this contract by strict foreclosure in equity;
- (b) To declare the full unpaid balance of the purchase price immediately due and payable;
- (c) To specifically enforce the terms of this agreement by suit in equity;
- (d) To declare this agreement null and void as of the date of the breach and to retain as liquidated damages the amount

of the payment thereto made upon said premises. Under this option, all of the right, title and interest of Purchasers shall revert and revest in Sellers without any act of re-entry or without any other act by Sellers to be performed, and Purchasers agree to peaceably surrender the premises to Sellers, or in default thereof, Purchasers may, at the option of Sellers, be treated as tenants holding over unlawfully after the expiration of a lease, and may be ousted and removed as such.

Purchasers shall not be deemed in default for failure to perform any covenant or condition of this contract, including payment as herein provided, until notice of said default has been given by Sellers to Purchasers and Purchasers shall have failed to remedy said default within 15 days after the giving of the notice. Notice for this purpose shall be deemed to have been given by the deposit in the mails of a certified letter containing said notice and addressed to Purchasers at 120 Remington Dr., Apt. 208, Sunnyvale, CA 94087.

If Purchasers shall fail, within 15 days after notice of default, to make payment as herein provided and said failure shall continue for more than 15 days after the payment becomes due, Purchasers shall be deemed in default and Sellers shall not be obligated to give any further notice to Purchasers of a declaration of said default.

12. Failure by Sellers at any time to require performance by Purchasers of any of the provisions hereof, shall in no way affect Sellers' rights hereunder to enforce the same, nor shall any waiver by Sellers of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this non-waiver clause.

13. Any assignment by Purchasers of this agreement, or any or all of their rights hereunder, and any lease by Purchasers of said property, or any part thereof, shall be inoperative and void, unless Sellers shall assent thereto in writing.

14. In case litigation is instituted directly or indirectly out of this contract, the losing parties shall pay to the prevailing parties, their reasonable attorney fees, including such attorneys fees as are incurred upon appeal, if any.

15. Except as provided herein, Purchasers decline to disclose to Sellers the use they intend to make of all or a portion of the real property described in this agreement. Purchasers acknowledge that they have entered into this agreement subject to State and Federal laws and regulations relating to the division and sale of real property parcels or lots and assumes and agrees to be bound by such State and Federal laws and regulations relating to such activity. Purchasers agree to pay and hold Sellers harmless from any expense or obligations incurred as a consequence of, or connected with, the acquisition of the real property described herein, including, but not limited to, the consequence of any subdivision activity and any additional sums due to Klamath County for deferred real property taxes by reason of any change of said real property from farm use to non-farm use.

The covenants, conditions and terms of this agreement shall extend to and be binding upon and inure to the benefit of the heirs, administrators, executors and assigns of the parties hereto; provided, however, that nothing contained in this paragraph shall alter the restriction hereinabove contained relating to assignment.

"You (Buyer) have the option to void your contract or agreement by notice to the seller if you (Buyer) did not receive a Property report prepared pursuant to the Rules and Regulations of the Office of Interstate Land Sales Registration, U.S. Department of Housing and Urban Development, in advance of, or at the time of your signing the contract or agreement. If you (Buyer) received the Property Report less than 48 hours prior to signing the contract or agreement, you (Buyer) have the right to evoke the contract or agreement by notice to the Seller until midnight of the third business day following the consummation of the transaction. A business day is any calendar day except Sunday, or the following business holidays: New Year's Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving, Christmas and Columbus Day.

IN WITNESS WHEREOF, Buyers and Sellers have caused this agreement to be executed in duplicate the day and year first hereinabove written.

SELLERS:

Henry G. Wolff
Henry Wolff
Gerald Wolff
Gerald Wolff

BUYERS:

Joseph S. Martorana
Joseph S. Martorana

STATE OF OREGON

County of Klamath

ss.

On this 23 day of August, 1976, personally appeared before me the within named Henry Wolff and Gerald Wolff, who are known to me to be the individuals described herein, and who acknowledged to me that they executed the foregoing instrument freely and voluntarily.

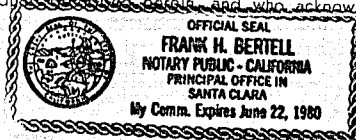
Cathy Wolff
Notary Public for Oregon
My Commission Expires: 6-9-80

STATE OF ~~OREGON~~ CALIFORNIA

County of Santa Clara

ss.

On this 18th day of August, 1976, personally appeared before me the within named Joseph S. Martorana, who are known to me to be the individuals described herein, and who acknowledged to me that they executed for the foregoing instrument freely and voluntarily.



Frank Bertell
Notary Public for ~~OREGON~~ California
My Commission Expires: JUNE 22, 1980

13233 A.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 24th day of
AUGUST A.D., 19 76 at 3:54 o'clock P M., and duly recorded in Vol. M 76
of DEEDS on Page 13232.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By Dorothy A. Cure Deputy