

CONTRACT—REAL ESTATE

Vol. 11732

Page 19480

THIS CONTRACT, Made this 1st day of December, 1975, between  
HERBERT S. WEBB and JUNE B. WEBB, husband and wife  
and GEORGE L. MASSEY and WENDY J. MASSEY, husband and wife

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:

Those portions of NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ SE $\frac{1}{4}$ , and S $\frac{1}{2}$ SW $\frac{1}{4}$  of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, lying between Sprague River Highway and center thread of the Sprague River, as the same now crosses said Section, and Northwesterly of the following described line:

A straight line perpendicular to the Southwesterly right of way line of said Sprague River Highway and extending Southwesterly from a point on said right of way line to the Sprague River, said point being 1234 feet Northeasterly, measured along said right of way line, from the intersection of said right of way line and the East boundary of the SW $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 11.

SUBJECT, however, to the following:

1. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
2. Rights of the public and of governmental bodies in that portion of the above described property lying below the high water of Sprague River.

(for continuation of this description, see reverse side)

for the sum of Twenty Thousand and 00/100 Dollars (\$20,000.00) (hereinafter called the purchase price), on account of which Two Thousand Five Hundred and 00/100 Dollars (\$2,500.00) 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: \$17,500.00) to the order of the seller in monthly payments of not less than Two Hundred and 00/100 Dollars (\$200.00) each, or more

payable on the 1st day of each month hereafter beginning with the month of January, 1977, 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 December 1, 1976 until paid, interest to be paid monthly and \* in addition to 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 an organization or for a business purpose or for a commercial purpose other than agricultural purposes.

The buyer shall be entitled to possession of said lands on December 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 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 \$0 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 thirty 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.

Herbert S. Webb & June B. Webb  
824 Matogual Drive  
Vista, CA 92083

SELLER'S NAME AND ADDRESS

George L. Massey & Wendy J. Massey  
10340 Lanark  
Sun Valley, CA 91352

BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate  
P.O. Box 376  
Chiloquin, OR 97624

NAME, ADDRESS, ZIP

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

George L. Massey & Wendy J. Massey  
10340 Lanark  
Sun Valley, CA 91352

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

Deputy



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 \$ 20,000.00.....

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$100,000.00.

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 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 continuing 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 is to be construed as plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be made to conform to the number, gender and person of the parties.

appeal.

In construing this contract, it is understood that the masculine, the feminine and the plural pronoun shall be taken to mean and include the plural, the masculine and the feminine, as the case may be, 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.

*W. J. Massey*

ts officers duly authorized.

*Herbert S. Webb*  
Herbert S. Webb

*June B. Webb*  
June B. Webb

board of directors.

x George L. Massey George L. Massey

x Wendy J. Massey Wendy J. Massey

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030).

NOTE—The sentence between the 3rd and 4th lines of the caption should read: "STATE OF CALIFORNIA, ) ss. County of San Diego, ) November 29, 1976."

STATE OF OREGON, County of \_\_\_\_\_) ss

Personally appeared \_\_\_\_\_, 19\_\_\_\_ and \_\_\_\_\_ who being duly sworn,

Personally appeared the above named

Personally appeared the above  
Herbert S. Webb and  
June B. Webb  
and acknowledged the foregoing instru-  
ment to be their voluntary act and deed.

each for himself and not one for the other, did say that the foregoing instrument was signed and sealed in behalf of said corporation and that the latter is the

OFFICIAL SEAL      President and      Secretary of

**RODNEY C. JONE**

**MOTARY PUBLIC, CALIFORNIA**

\_\_\_\_\_, 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 be-  
half of said corporation by the Board of Directors, and each of  
the undersigned, and said instrument is a voluntary act and deed.

Before me:

OFFICIAL

(OFFICIAL  
SEAL)

Notary Public for California  
My commission expires 12-29-78

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 conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.  
 "Violation of subsection (1) of this section is a Class B misdemeanor."

(2) Violation of subsection (1) of this section is a Class B misdemeanor.

(DESCRIPTION CONTINUED)

- (DESCRIPTION CONTINUED)
3. An easement created by instrument, including the terms and provisions thereof, dated April 7, 1939, recorded February 21, 1941 in book 135 at page 473 in favor of United States of America.
  4. An easement created by instrument, including the terms and provisions thereof, recorded September 28, 1961 in book 320 at page 365 in favor of Pacific Gas Transmission Company for right to excavate for, install, replace, maintain, use and remove pipeline and also granting 100 foot right of way across the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 11.
  5. An easement created by instrument, including the terms and provisions thereof, dated July 20, 1965, recorded October 27, 1965 in book M-65 at page 3180 for transmission and distribution of electricity over the SW $\frac{1}{4}$ SE $\frac{1}{4}$  Section 11, Twp 35 S., R 9 EWM.
  6. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$14,000.00 dated December 11, 1964, recorded January 26, 1964 in book 228 at page 332, Mortgagor: Herbert S. Webb and June B. Webb, husband and wife, Mortgagee: Leroy A. Gienger.  
The above mortgage was assigned by instrument recorded August 11, 1965 in book M-65 at page 790 to United States National Bank of Oregon.  
Note: This assignment is executed as collateral security for the payment of that certain promissory note dated August 11, 1965 and shall be void when and if the note is paid in full.
  - 4 The above mortgage was assigned by instrument recorded January 9, 1976 in book M-76 at page 476 to Nina M. Macfarlane  
which Buyer DOES NOT ASSUME OR AGREE TO PAY, and seller herein covenants that he will hold Buyer harmless therefrom.



19482

INDIVIDUAL ACKNOWLEDGMENT

State of California  
County of LOS ANGELES } S.S.

D. U. MORRIS II  
(SEAL)

On this 18<sup>th</sup> day of NOVEMBER 1976, before me,

a Notary Public in and for said LOS ANGELES County,

personally appeared GEORGE L. MASSEY AND  
WENDY J. MASSEY

known to me to be the person(s) whose name(s) subscribed to the within  
instrument, and acknowledged that they executed the same.

WITNESS my hand and official seal.



OFFICIAL SEAL  
D. U. MORRIS II

NOTARY PUBLIC CALIFORNIA  
PRINCIPAL OFFICE IN LOS ANGELES COUNTY  
MY COMMISSION EXPIRES JUNE 2, 1979

Notary Public in and for said LOS ANGELES County and State

My commission expires JUNE 2<sup>nd</sup> 1979

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~XXXXXX~~ at 3:50 o'clock P.M., on  
this 3rd day of DECEMBER A. D. 1976, of DEEDS on Page 19480  
duly recorded in Vol. 476, of

FEE \$ 9.00

Wm D. MILNE, County Clerk

By Harold Draz