

A-27566

CONTRACT—REAL ESTATE

Vol. 11 Page 1919

THIS CONTRACT, Made this 1 day of Feb, 1977, between
Wallace V. Teuscher and Joan Teuscher and Asghar R. Sadri

, hereinafter called the seller,
and Donald Alt and Mary Anna Alt (1/2 interest) and Daniel E. Dunn and
Pamela K. Dunn (1/2 interest), 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:

The West 1/2 of the N.E. 1/4 of Section 26, Township 36 South,
Range 11 East of the Willamette Meridian.

SUBJECT TO roads, highways, reservations, restrictions and ease-
ments of record, and any existing easements visible on the ground
for roads, pipelines, or utilities, to which the property might be
subject under provisions of Land Status Report recorded in Deed
Volume 305 at Page 531, Deed Records of Klamath County, Oregon.

ALSO SUBJECT TO the terms and provisions of that certain Contract of
Sale between Frank E. McBain et ux and Garland D. Moullet et ux, recorded
August 6, 1975 in Volume M75 page 9165, records of Klamath County, Oregon,
wherein vendees shall not remove merchantable timber from the property
without written consent of Vendors; which said contract vendees herein
DO NOT assume and vendors covenant and agree to hold them harmless there-
from.

for the sum of FORTY TWO THOUSAND AND NO/100-----Dollars (\$42,000.00.)

(hereinafter called the purchase price), on account of which THREE HUNDRED AND NO/100-----

Dollars (\$300.00) 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: \$41,700.00) to the order

of the seller in monthly payments of not less than FOUR HUNDRED AND NO/100-----

Dollars (\$400.00) each, and a balloon payment for the entire balance in

full due ten years from the date of closing; monthly payments are

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 1/2 per cent per annum from

December 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 pro-

rated between the parties hereto as of the date of this contract, and buyers agree to pay all taxes

when and as they become payable. Failure to do so is a material breach.

The buyer warrants to hold covenants with the seller that the real property described in this contract is

(A) for an individual or family, or (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on 1 day after closing 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

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 here-

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

not less than full 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 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.

Seller will provide buyers a title insurance policy upon payment in full,

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,

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-Neess 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-Neess Form No. 1307 or similar.

Teuscher & Sadri

203 E. Reserve

Vancouver, Wa. 98661

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

Teuscher & Sadri

203 E. Reserve

Vancouver, WA 98661

NAME, ADDRESS, ZIP

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

Mr. and Mrs. Donald Alt

Rt 3 Box 309

Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

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.

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/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 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.

Buyers agree to execute and deliver to Sellers their quitclaim deed reconveying the property to Sellers. Sellers shall hold the said deed as security for Buyers performance and may record the same 60 days after Buyers become delinquent in any payment hereunder or after they commit any other material breach and after 30 days' written notice to Buyers during which Buyers may repair such breach, in lieu of foreclosure.

The title and actual consideration paid for this transfer, stated in terms of dollars, is \$42,000.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (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.

Wallace V. Teuscher, Asghar R. Sadri, Maryanna B. Alt, Pamela K. Dunn
Joan Teuscher, Donald Alt, Daniel E. Dunn
NOTE—The sentence between the symbols (), if not applicable, should be deleted. See O.S. 2-2-20.

STATE OF OREGON,
County of Klamath } ss.
February 3, 1977.

STATE OF OREGON, County of _____, 1977.

Personally appeared _____ and _____

Personally appeared the above named
Mary Anna Alt, Pamela K. Dunn and
Daniel E. Dunn

_____ who, being duly sworn,
_____ president and that the latter is the
_____ secretary of _____

_____ and acknowledged the foregoing instrument to be _____ 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)
Notary Public for Oregon 8-5-79
My commission expires _____

Before me:
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)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of KLANATH COUNTY TITLE CO

this 3rd day of FEBRUARY A.D. 1977 at _____ o'clock P.M. and

duly recorded in Vol. M 77 of DEEDS on Page 1949

FEE \$ 6.00

Wm D. MILNE, County Clerk
By Hazel Wray