

27406 26674

CONTRACT—REAL ESTATE

Vol. 17 Page 5301

THIS CONTRACT, Made this 11 day of March, 1977, between HARLEY SPEULDA and ANNA L. SPEULDA, Husband and Wife

and BONNIE D. JONES and GEORGE FREDRICK JONES, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit: Section 31, Township 39, South, Range 13 East, Willamette Meridian; beginning at the center of Section 31, thence North 626.8 feet, thence East 417.4 feet, thence 626.8 feet, thence West 417.4 feet to the point of beginning, Klamath County, Oregon.

Subject, however, to the following:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Langell Valley Irrigation.
3. An easement created by instrument, including the terms and provisions thereof, recorded May 9, 1941 in Book 137 at page 505 Deed Records, in favor of the California Oregon Power Company, a corporation, for electric transmission line over the SW 1/4 of NE 1/4 of Section 31, Township 39 South, Range 13, East of the Willamette Meridian.
4. An easement created by instrument, including the terms and provisions for continuation of this description, see reversed side of this contract;

for the sum of Twelve Thousand and no/100 Dollars (\$12,000.00) (hereinafter called the purchase price), on account of which Two Thousand and no/100 Dollars (\$2,000.00) 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: \$10,000.00) to the order of the seller in monthly payments of not less than One Hundred Twenty Six and 68/100 Dollars (\$126.68) each, or more, prepayment without penalty.

payable on the 11th day of each month hereafter beginning with the month of April, 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 9% per cent per annum from March 11, 1977 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.

The buyer shall be entitled to possession of said lands on March 11, 1977, 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 mechanics 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 full insurable

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 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 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-Nott Form No. 1309 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Nott Form No. 1307 or similar.

Harley Speulda

STATE OF OREGON,

STATE OF CALIFORNIA,

COUNTY OF San Bernardino

ON March 12, 1977

before me, the undersigned, a Notary Public in and for said State, personally appeared

Harley Speulda

Anna L. Speulda

to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Carrie L. Haldeman

Notary Public in and for said State.

My Comm. Exp. Dec. 14, 1979



This Contract is being re-recorded to set forth the execution, first payment and interest dates.

5302

4323

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 thereafter 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 \$ 12,000.00

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 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.

*Harley Speulda*  
HARLEY SPEULDA  
*Anna L. Speulda*  
ANNA L. SPEULDA

*Bonnie D. Jones*  
BONNIE D. JONES  
*George Fredrick Jones*  
GEORGE FREDRICK JONES

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 23.030.  
STATE OF OREGON,  
County of Klamath } ss.  
March 11, 1977

STATE OF OREGON, County of San Bernardino ss.  
March 12, 1977

Personally appeared *Harley Speulda* and *Anna L. Speulda*, 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 *Harley Speulda*, *Anna L. Speulda* and *Bonnie D. Jones*, *George Fredrick Jones*, 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: *[Signature]*  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires *5/26/78*

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 conveyor 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."

*Return and taxes: MTC*

(DESCRIPTION CONTINUED)

thereof, recorded May 5, 1949 in Book 231 at page 68 Deed Records of Klamath County, Oregon, in favor of The California Oregon Power Company, a corporation, for electric transmission line over the NE 1/4 of Section 31, Township 39 South, Range 13, East of the Willamette Meridian.

5. An easement created by instrument, including the terms and provisions thereof, recorded February 1, 1951 in Book 245 at page 96, Deed Records, in favor of The California Oregon Power Company, a corporation, for installation of down guy and down guy anchor over the Southerly boundary of SW 1/4 of Section 31, Township 39 South, Range 13, East of the Willamette Meridian.

6. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: October 21, 1974

Recorded: November 5, 1974 in Volume M74, Page 14279, Microfilm Records of Klamath County, Oregon

Amount: \$1,059.82

Mortgagor: Carl W. Smedley and Michiko Smedley, husband and wife

Mortgagee: Allen A. Sailors and Mildred A. Sailors, husband and wife, which buyers do not assume and agree to pay and sellers further covenant to and with buyers that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of MARCH A.D., 1977 at 12:47 o'clock P M., and duly recorded in Vol. M 77 of DEEDS on Page 4322.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *Alazel Drazic* Deputy

INDEXED

D 41

PRENTISS  
ATTOR  
FIRST FEE  
& LOG  
KLAMATH



5303

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Company

this 30th day of March A. D. 1977 at 1:07 P. M.

duly recorded in Vol. M 77, of Deeds on Page 5301

Fee \$9.00

Wm. D. MILNE, County Clerk

*Hazel Drazic*

PRETIB  
ATTOR  
FIRST PR  
& LO  
KLAMATH