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CONTRACT—REAL ESTATE

Vol. 77 Page

55629

THIS CONTRACT Made this 4th day of April, 1977, between
Michael Dennis Lunetta and Christine May Lunetta

and Kevin Eugene Lynn, 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:

All of Lot 45 and 5 feet off the Northwesternly side of Lot 46
in Block 18 of INDUSTRIAL ADDITION TO THE CITY OF KLAMATH FALLS,
KLAMATH COUNTY, OREGON

1. purchase price \$8,590.00 Eight thousand five hundred ninety dollars
and no/100.
down payment 500 dollars
balance due \$8,090.00 Eight thousand ninety dollars and no/100
all deferred balances of said purchase price shall bear interest at a
rate of 8 1/2 % per annum from May 1st, 1977 interest is inclusive of payment
payments of \$110.00 to be paid on the first of every month starting May 1st
1977
one balloon payment of \$610.00 (Six hundred ten dollars and no/100)
to be paid on or before December 1, 1977

2. Warranty deed dated April 4, 1977, covering above described property.

Purchaser to have 90 day grace period in event he is layed off from work
Payments to be paid at First Federal Savings and Loan

for the sum of Eight thousand five hundred ninety and no/100 dollars (\$8,590.00...)
(hereinafter called the purchase price), on account of which Five hundred dollars
Dollars (\$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: \$8,090.00...) to the order
of the seller in monthly payments of not less than One hundred ten dollars and no/100
Dollars (\$110.00...) each;

payable on the 1st day of each month hereafter beginning with the month of May, 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
May first 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,
(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 May First, 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 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 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 \$8,500.00 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 in-
suring (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, no 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.

Michael Dennis Lunetta
Christine May Lunetta
933 Washington, K. Falls, Ore. 97601
SELLER'S NAME AND ADDRESS

Kevin Eugene Lynn
330 Martin
Klamath Falls, Oregon 97601
BUYER'S NAME AND ADDRESS

After recording return to:

Michael Dennis Lunetta
933 Washington
Klamath Falls, Oregon, 97601
NAME, ADDRESS, ZIP

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

Kevin Eugene Lynn
330 Martin, Klamath Falls, Oregon
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

Deputy

By

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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 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$8,590.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).⁽¹⁾

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.

Sellers

Buyer

Michael D. Lunetta
Christine May Lunetta

Kevin Eugene Lynn

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

STATE OF OREGON,

County of Klamath

April 4, 1977

STATE OF OREGON, County of

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Personally appeared

and

Personally appeared the above named Michael
Dennis Lunetta and Christine May Lunetta
and Kevin Eugene Lynn

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 instru-
ment to be their voluntary act and deed.

(OFFICIAL
SEAL)

Before me:
Notary Public for Oregon

My commission expires 6-30-78

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)

It is understood and agreed by the parties hereto that at all times the taxes and insurance will be the obligation of the Vendee and in the event any other parties pay said taxes and/or insurance on behalf of Vendee Vendors here in may add the taxes and/or insurances back to the principle of this contract, to carry interest at the stipulated rate herein and demand of payment of taxes and/or insurance by Vendee with in fifteen (15) days of notification to Vendee in writing

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record

this 4th day of APRIL, 1977, at 2:13 o'clock P.M., and
duly recorded in Vol. M 77, of DEEDS on Page 5562

FEE \$ 6.00

Wm D. MILNE, County Clerk

Hazel D. May

2225