

M 1176-3238  
Vol. 77 Page 6214THIS CONTRACT, Made the 12 day of April, 1977, between  
Pelican Butte Development Company, A Partnershipof the County of Klamath and State of Oregon, hereinafter called  
the first party, and Gary M. Strong and Marion L. Strong, Husband and Wifeof Klamath and State of Oregon hereinafter called the second party,  
WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made  
as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-  
ing described real estate, situate in the County of Klamath, State of Oregon, to-wit:

SEE ATTACHED EXHIBIT A

for the sum of Ten Thousand Dollars (\$ 10,000.00 )  
on account of which Two Thousand Two Hundred Dollars (\$ 2,200.00 )  
is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-  
mainder to be paid to the order of the first party with interest at the rate of 8-1/2 per cent per annum from  
April 20, 1977, on the dates and in amounts as follows:

April 20, 1978, \$1,000.00 plus interest at 8-1/2% on unpaid balance.  
 April 20, 1979, \$1,000.00 plus interest at 8-1/2% on unpaid balance.  
 April 20, 1980, \$1,000.00 plus interest at 8-1/2% on unpaid balance.  
 April 20, 1981, \$1,000.00 plus interest at 8-1/2% on unpaid balance.  
 April 20, 1982, \$1,000.00 plus interest at 8-1/2% on unpaid balance.  
 April 20, 1983, \$1,000.00 plus interest at 8-1/2% on unpaid balance.  
 April 20, 1984, \$1,000.00 plus interest at 8-1/2% on unpaid balance.  
 April 20, 1985, \$800.00 plus interest at 8-1/2% on unpaid balance.

Interest is to be paid with the principal payment and in addition thereto.

All or any portion of the unpaid balance may be prepaid without penalty.

The buyer (also called second party) 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.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$

in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

The first party agrees that at his expense and within 10 days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party 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. First party 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 second party, 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 first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party or his assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party 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 the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000.00. ~~Attestation: the actual consideration consists of or includes other property or value given or promised which is the subject of the consideration (indicate which):~~

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial 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 such 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.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.

In construing this contract, it is understood that the first party or the second party 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.

Pelican Butte Development Co.

by

by

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by

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by

\*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.

NOTE: The signature between the symbols ( ) if not applicable, should be deleted; see Oregon Revised Statutes, Section 92.030. (Notarial acknowledgment on reverse).

Until a change is requested, all tax statements shall be sent to the following name and address

Gary M. and Marion L. Strong  
 328 So. Rogers Street, Klamath Falls, OR 97601

Beginn  
 of Klam  
 Georgia  
 Lot 13  
 con



# CONTRACT

(FORM No. 147)

STEVENS-NEES LAW PUB. CO., PORTLAND, ORE.

BETWEEN  
Pelican Butte Development Co.,  
a partnership  
Address 811 Hillside, Klamath  
Falls, OR AND  
Gary M. Strong and  
Marion L. Strong  
Address 728 So. Rogers Street,  
Klamath Falls, OR

Dated \_\_\_\_\_, 19\_\_\_\_  
Lot \_\_\_\_\_ Block \_\_\_\_\_  
Addition \_\_\_\_\_

STATE OF OREGON

County of \_\_\_\_\_ ss.  
I certify that the within instru-  
ment was received for record on the  
day of \_\_\_\_\_, 19\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_, and recorded  
in book \_\_\_\_\_ on page \_\_\_\_\_ or as  
filing fee number \_\_\_\_\_, Rec-  
ord of Deeds of said County.  
Witness my hand and seal of  
County affixed.

Title \_\_\_\_\_

By \_\_\_\_\_ Deputy \_\_\_\_\_

AFTER RECORDING RETURN TO

MTC

STATE OF OREGON,

County of \_\_\_\_\_ ss.

April 12, 1977

Personally appeared the above named Walter  
Richartz and Barbara J. Richartz  
Gary M. Strong and Marion L.  
Strong and acknowledged the foregoing instru-  
ment to be their voluntary act and deed.

Before me:  
(SEAL) [Signature]  
Notary Public for Oregon  
My commission expires: 5/26/78

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

Personally appeared \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_ 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 \_\_\_\_\_

\_\_\_\_\_ 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 authority of its board of directors; and each of  
them acknowledged said instrument to be its voluntary act and deed.  
Before me:

Notary Public for Oregon  
My commission expires: \_\_\_\_\_

(SEAL)



All that portion of the following described property which lies South of a line running East and West parallel to the North and South lines of Lot 2 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 32, Township 38 South, Range 9, E.W.M., said line being midway between said North and South lines:

Beginning at the Northwest corner of Lot 2 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) of Section 32; thence East along the North lot line to the most Westerly line of Block 9 of Lakeside Addition to the City of Klamath Falls, according to the official plat thereof on file in the records of Klamath County, Oregon; thence Southeasterly along said Westerly line to the Southwest corner of Lot 4 in said Block 9; thence Northeasterly along the South line of said Lot 4 and of South Georgia Street 150 feet, more or less, to the Southwest corner of Lot 4 in Block 8 of Lakeside Addition; thence Southeasterly along the Easterly line of South Georgia Street extended 250 feet; thence Northeasterly at right angles to said Georgia Street 100 feet, more or less, to the Westerly line of South Rogers Street; thence Southeasterly along Rogers Street 50 feet; thence Southwesterly at right angles to said Street 100 feet; thence Southeasterly parallel to and 100 feet from said Rogers Street 420 feet; thence Northeasterly at right angles 100 feet to the Westerly line of South Rogers Street extended; thence Northwesterly along said line 60 feet; thence Northeasterly 50 feet, more or less, to the Southwest corner of Lot 22 in Block 7 of Lakeside Addition; thence Southeasterly along the Easterly line of said South Rogers Street extended to the South line of Section 32; thence Westerly along said section line to the Southwest corner of Section 32; thence North along the section line between Sections 31 and 32 to the point of beginning. SAVING AND EXCEPTING all that portion of Lot 13 in Block 9 of vacated Lakeside Addition to the City of Klamath Falls, Oregon, which lies South of a line running East and West parallel to the North and South lines of Lot 2 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) Section 32, Township 38 South, Range 9, E.W.M., said line being midway between said North and South lines.

SUBJECT TO: Reservations, restrictions, easements and rights of way of record or apparent on the land.

TOGETHER WITH any interest the first party may have in and to the following described property:

All that portion of Lot 13 in Block 9 of vacated Lakeside Addition to the City of Klamath Falls, Oregon, which lies South of a line running East and West parallel to the North and South lines of Lot 2 (SW $\frac{1}{4}$ SW $\frac{1}{4}$ ) Section 32, Township 38 South, Range 9, E.W.M., said line being midway between said North and South lines, more particularly described as follows:

Beginning at the Southeast corner of Lot 4, Block 9, LAKESIDE ADDITION to the City of Klamath Falls; thence Southeasterly along the Southwesterly boundary of South Georgia Street extended 480 feet, more or less, to the Northeast corner of vacated Lot 13, Block 9, LAKESIDE ADDITION; thence Southwesterly 100 feet to the Northwest corner of said vacated lot; thence Southeasterly 60 feet to the Southwest corner of said vacated lot; thence Northeasterly 100 feet to the Southeast corner of said vacated Lot 13; thence Northwesterly 60 feet to the Point of Beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of APRIL A.D., 19 77 at 12:05 o'clock P. M., and duly recorded in Vol. M77 of DEEDS on Page 6204.

FEE \$ 9.00

WM. D. MILNE, County Clerk

By Hazel Draz Deputy