

TK

28707

CONTRACT—REAL ESTATE

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THIS CONTRACT Made this 21st day of April 1977, between  
DUANE A. SICKERT and KATHERINE A. SICKERT, husband and wife  
and GEORGE A. PONDELLA, JR., 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 de-  
scribed lands and premises situated in KLAMATH County, State of OREGON, to-wit:

That part of the N $\frac{1}{2}$ N $\frac{1}{2}$ N $\frac{1}{2}$ NE $\frac{1}{4}$  that lays West of U.S. Highway 97, in  
Section 28, Township 34 South, Range 7 East of the Willamette  
Meridian, Klamath County, Oregon.

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 (\$2000.00) 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 Seven dollars and no/100  
Dollars (\$107.00) each,

payable on the 1st day of each month hereafter beginning with the month of June, 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 7 3/4 per cent per annum from  
April 21, 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 closing, 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 \$ 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,  
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.

DUANE A. and KATHERINE A. SICKERT

SELLER'S NAME AND ADDRESS

George A. Pondella Jr.  
P.O. Box 361  
Chiloquin Oregon 97624

BUYER'S NAME AND ADDRESS

After recording return to:

Transamerica Title - Kathy

NAME, ADDRESS, ZIP

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

George A. Pondella Jr.  
P.O. Box 361  
Chiloquin OR 97624

NAME, ADDRESS, ZIP

STATE OF OREGON,

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

I certify that the within instru-  
ment was received for record on the  
day of \_\_\_\_\_, 1977,

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



