

TK

2947

CONTRACT—REAL ESTATE

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SM

THIS CONTRACT, Made this first day of May, 1977, between
JOHN G. SHERIDAN and MARY E. SHERIDAN, 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:

The North $\frac{1}{2}$ Of Southeast $\frac{1}{4}$ of Northwest $\frac{1}{4}$ of Northeast $\frac{1}{4}$ of Section 28, Township
 34 South, Range 7 East of the Willamette Meridian,

SUBJECT, however, to the following:

1. Reservations as contained in deed recorded June 4, 1958 in Volume 299, page 616,
 Deed Records of Klamath County, Oregon, to wit: "Subject to the reservations of all
 subsurface rights, except water, to the heirs of Francis Isaacs, their heirs and
 assigns, under the terms approved by the Secretary of the Interior, March 25, 1946,
 pursuant to said Act. Subject to such rights as the Pacific Telephone and Telegraph
 Company may have under the Act of March 3, 1901. (Stat. 1083)."
2. Reservations as set forth in instrument recorded April 5, 1968 in Volume M68,
 page 2701, Microfilm Records of Klamath County, Oregon, to wit: "This conveyance
 made subject to easement, rights of way of record, those apparent on the land, and
 a thirty foot wide meandering easement west of existing road for ingress and egress."

for the sum of Five Thousand Five Hundred and 00/100-----Dollars (\$5,500.00)
 (hereinafter called the purchase price) on account of which One Thousand and 00/100-----
 Dollars (\$1,000.00) is paid on the execution hereof (the receipt of which is
 hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in
 amounts as follows, to-wit: In monthly installments of \$70.00, or more, including interest
 at the rate of 8% per annum on the declining balance. Interest to start May 1, 1977
 with the first payment due and payable June 1, 1977. Any principle balance and ac-
 crued interest owing as of May 1, 1982 shall be due and payable May 1, 1982.

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.

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 eight
 per cent per annum from May 1, 1977 until paid, interest to be paid monthly and * (in addition to) being included in
 the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the
 date of this contract.

The buyer shall be entitled to possession of said lands on May 1, 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 \$ 0 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 thirty 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 all 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. 1327 or similar.

John G. & Mary E. Sheridan
 550 Schroeder Lane
 Grants Pass, OR 97526

SELLER'S NAME AND ADDRESS

George A. Pondella, Jr.
 P.O. Box 286
 Chiloquin, OR 97624

BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate
 P.O. Box 376
 Chiloquin, OR 97624

NAME, ADDRESS, ZIP

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

George A. Pondella, Jr.

Same as above

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.

By _____ Recording Officer
 _____ Deputy