

MTC 1451-3653

TK

CONTRACT—REAL ESTATE Vol 77 Page 1580

THIS CONTRACT, Made this 23 day of JUNE, 1977, between
CARL COSTELLOE and IRENE COSTELLOE, husband and wife

and KAREN SARTIN, a single person, Co-Signer John Riskus, father
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:

DESCRIPTION

The following described real property is situated in the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section
22, Township 39 South, Range 9 East of the Willamette Meridian, Klamath County,
Oregon, being more particularly described as follows:

Beginning at the NW corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 22, Township 39 South,
Range 9 East of the Willamette Meridian; thence South 88° 56' East, along the
North line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ to the Westerly right-of-way line of the U.S.B.R.
Weed drain; thence Southerly and Westerly along the Westerly and Northerly right-
of-way line of the Weed drain to its intersection with the West line of the SW $\frac{1}{4}$
SW $\frac{1}{4}$; thence North 0° 04' East, along the West line of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ to the point
of beginning.

EXCEPTING THEREFROM any portion lying within the right-of-way of Washburn Way.

Dollars (\$5,000.00) 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 and no/100
Dollars (\$100.00) each,

payable on the 1 day of each month hereafter beginning with the month of July /, 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 6% per cent per annum from
July 1, 1977 until paid, interest to be paid monthly and * in addition to
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) 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 10 days from the date hereof, 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 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 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 full insurable coverage 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.

Carl Costelloe and Irene Costelloe

SELLER'S NAME AND ADDRESS

Karen Sartin

BUYER'S NAME AND ADDRESS

After recording return to:

MTC Milly

NAME, ADDRESS, ZIP

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

KAREN SARTIN
Rt 1 Box 136
KLAMATH FALLS, OR 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-
ment was received for record on the
day of 19, 1977,

at o'clock M., and recorded
in book on page or as
file/roll number
Record of Deeds of said county.

Witness my hand and seal of
County affixed.

By

Recording Officer
Deputy

SUBJECT TO:

1. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.

2. Easements or restrictions of record, common to the area or apparent on the face of the land.

for the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00)
(hereinafter called the purchase price), on account of which Five Thousand and no/100 Dollars (\$5,000.00) 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 and no/100 Dollars (\$ 100.00) each,

payable on the / day of each month hereafter beginning with the month of July / , 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 6% per cent per annum from
July 1, 1977 until paid, interest to be paid monthly and * (in addition to) ~~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
(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 19 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 fees 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 coverage 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 or 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 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, at 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.

Carl Costelloe and Irene Costelloe

SELLER'S NAME AND ADDRESS

Karen Sartin

BUYER'S NAME AND ADDRESS

After recording return to:

MTC Mily

NAME, ADDRESS, ZIP

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

KAREN SARTIN
Rt 1 Box 136
Klamath Falls, Ore 97601
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of , 19 ,

at o'clock M., and recorded in book on page or as file/roll number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

By

Recording Officer
Deputy

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 (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 bevest 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, claimation or compensation for monies 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 returned to 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 15,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which):

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 and 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.

Carl Costelloe *John H. Riskus*
Irene Costelloe *Karen B. Sartin*

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

STATE OF OREGON, CLATSOP)
County of Klamath) ss.
JUNE 21, 1977.

STATE OF OREGON, County of _____) ss.
_____, 19____

Personally appeared _____ and _____

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
Carl Costelloe and Irene Costelloe
husband and wife

and acknowledged the foregoing instrument to be their voluntary act and deed.
Before me: *C. M. Sorvaag*
C. M. SORVAAG
NOTARY PUBLIC - OREGON
Notary Public for Oregon
My Commission Expires 5/24/81

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: _____

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires: _____

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)

STATE OF OREGON)
County of Klamath) ss.

June 23, 1977.

Personally appeared the above named Karen Sartin, and her father John Riskus, co-signer and acknowledged the foregoing instrument to be their voluntary act and deed.
BEFORE ME:

[Signature]
Notary Public for Oregon
My Commission Expires: 5/26/78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO
this 23rd day of JUNE A. D. 1977 at _____ o'clock ^P M., and
duly recorded in Vol. M77 of DEEDS on Page 11080

FEE \$ 9.00

Wm D. MILNE, County Clerk

By *Hazel May*

