

TK

23228

CONTRACT—REAL ESTATE

STATE OF OREGON, DEPARTMENT OF REVENUE, DIVISION OF TAXATION

13222

THIS CONTRACT, Made the FIRST day of JULY, 1977, between
KENNETH D. BOYER AND SHARON MICHELE BOYER, HUSBAND AND WIFE

of the County of DESCHUTES and State of OREGON, hereinafter called
the first party, and WILLIAM B. FAIRGRIEF

of the County of CALIFORNIA 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:

A TRACT OF LAND SITUATED IN THE W¹/₄SE¹/₄ OF SECTION 27, T23S, R10 EW1,
KLAMATH COUNTY, OREGON, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTH QUARTER/CORNER OF SAID SECTION TWENTY-SEVEN (27); THENCE
N 00°13' 02" W, 332.46 FEET; THENCE EAST 662.39 FEET; THENCE S 00°17'
12" E, 329.89 FEET; THENCE SOUTH 89°46' 39" W., 662.79 FEET TO THE POINT
OF BEGINNING, CONTAINING 5.04 ACRES, MORE OR LESS. (continued on back)

for the sum of EIGHT THOUSAND FIVE HUNDRED AND NO/100THS+++Dollars (\$ 8,500.00)
on account of which ONE THOUSAND FIVE HUNDRED AND NO/100THS Dollars (\$ 1,500.00)
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 per cent per annum from
JULY 15, 1977, on the dates and in amounts as follows: BALANCE: 7,000.00

MONTHLY PAYMENTS OF NOT LESS THAN \$103.69 INCLUDING INTEREST AT 8% PER
ANNUM. FIRST PAYMENT DUE THE 15TH DAY OF AUGUST 1977 AND LIKE PAYMENT
DUE THE SAME DAY OF EACH MONTH THEREAFTER UNTIL BOTH INTEREST IS PAID
IN FULL. PURCHASER MAY PAY ANY OR ALL OF THE UNPAID BALANCE AT ANYTIME
WITHOUT PENALTY.

PURCHASER IS BUYING UPON HIS OWN INSPECTION AND NOT SOLELY UPON CLAIMS OF
SELLER OR AGENT.

THIS CONTRACT SHALL NOT BE SOLD OR ASSIGNED WITHOUT CONSENT OF SELLER AND
SELLER SHALL NOT WITHHOLD CONSENT UNREASONABLY.

CUTTING OF TREES NOT PERMITTED EXCEPT FOR BUILDING, LANDSCAPING, DEAD OR
DANGEROUS.

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.

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.

(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.

KENNETH D. BOYER ET UX
P.O. BOX 681
LAPINE, OREGON 97739

SELLER'S NAME AND ADDRESS

WILLIAM B. FAIRGRIEF
1791 ORIOLE AVENUE APT. # 3
SAN LEANDRO, CALIFORNIA 94578

BUYER'S NAME AND ADDRESS

After recording return to:
CASCADE REALTY
P.O. BOX 416
LAPINE, OREGON 97739

NAME, ADDRESS, ZIP

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

WILLIAM B. FAIRGRIEF
1791 ORIOLE AVENUE APT. # 3
SAN LEANDRO, CALIFORNIA 94578

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.

SPACE RESERVED
FOR
RECORDER'S USE

By Recording Officer
Deputy

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, the first party shall have the right to declare this contract null and void, (2) to declare to be of the essence of this agreement, to the effect that the following rights: (1) to declare this contract null and void, (2) to declare to be of the essence of this agreement, and purchase price with the interest thereon at once due and payable and/or (3) to foreclose this contract by sale 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 reveal 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.

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.

ard of directors.

~~x~~ *Ignacio B. Torres*
~~x~~ *Sharon Bayer*

§ 93.03(j).

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

STATE OF OREGON,)
County of Multnomah) ss.
Jury 1901.

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

Personally appeared and
who being duly sworn.

Personally appeared the above named James J. Connolly

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.

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:

Before me: Mary Tauffenberger
(OFFICIAL SEAL) Notary Public for Oregon
My commission expires 12-31-1977

Before me:

(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
 and the parties are bound, shall be acknowledged, in
 Such instruments, or a memorandum thereof, shall be recor
 bound thereby.

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 conveyor 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."

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"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

THE ABOVE DESCRIBED PROPERTY (TRACT OF LAND) SUBJECT TO A 30-FOOT
EASEMENT ALONG THE EAST SIDE.

STATE OF OREGON; COUNTY OF KLANATH; ss.

Filed for record ~~of xxxxxxxx~~

This 11 day of July A. D. 19 77 at 3:23 o'clock P. M. and

duly recorded in Vol. M 77, of Deeds on Page 12222

Wm D. MILNE, County Clerk

By Hazel Hazel

Fee \$6.00