

MTC 1417-3516

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

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CONTRACT—REAL ESTATE

Vol. 17 Page 12566

THIS CONTRACT, Made this 27th day of June  
JAMES R. VAN GEEM, SR. and RUTH B. VAN GEEM, husband and wife, 1977, between

and THEODORE J. PADDOCK and MARY PADDOCK, husband and wife, hereinafter called the seller,

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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

Lot 4 in Block 7 of FIRST ADDITION TO PINE GROVE PONDEROSA, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: 1. Rights of the public in and to any portion of the herein described premises lying within the limits of street, roads and highways. 2. Easements, including the terms and provisions thereof, recorded August 1, 1942 in Volume 149 at page 144, Dead Records of Klamath County, Oregon. 3. Reservations as contained in plat dedication. 4. Conditions and restrictions, imposed by instrument, including the terms and provisions thereof, recorded December 22, 1969, in Volume M69 at page 10609, Microfilm Record of Klamath County, Oregon.

It is hereby acknowledged by the parties hereto that there is currently an existing Contract of Sale between Piney Woods Land and Development, an Oregon corporation, as Vendor, and James R. VanGeem, Sr. and Ruth B. VanGeem, husband and wife, as Vendees, which Contract Vendor herein holds Vendee harmless therefrom, and Vendee herein does not assume and agree to pay and Vendor herein covenants that said prior Contract of Sale will be paid in full at the time of, or prior to, the payment in full of this Contract.

for the sum of THIRTEEN THOUSAND EIGHT HUNDRED EIGHTY Dollars (\$13,880.00) (hereinafter called the purchase price), on account of which One thousand five hundred Dollars (\$1,500.00) 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: \$12,380.00) to the order of the seller in monthly payments of not less than \$1,500.00 Per Year Dollars (\$1,500.00) each, August 1st: beginning with August 1, 1977 and each August 1st thereafter.

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 8 1/2 per cent per annum from July 1, 1977 until paid, interest to be paid Annually and being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of July 1, 1977.

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.

The buyer shall be entitled to possession of said lands on July 1, 1977. 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 therefrom that he will keep said premises free from mechanic's liens; that he will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal liens 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 not less than full insurable value.

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: Deleters, 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. 1309 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.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

SS.

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/reel number.

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By

Deputy



12507

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/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interest contracted 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 revert 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, reclamation or compensation for moneys 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 of payments therefor made on this contract are to be retained by 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 such ceding 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 \$13,880.00. 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, 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.

*Thos. J. Haddock*  
*Mary Paddock*

*James R. Van Geem*  
*Ruth B. Van Geem*

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

STATE OF OREGON  
 County of KLAMATH, ss.  
July 14, 1977

STATE OF OREGON, County of \_\_\_\_\_, ss.  
 \_\_\_\_\_, 19\_\_\_\_

Personally appeared \_\_\_\_\_ and \_\_\_\_\_

Personally appeared the above named  
THEODORE PADDOCK  
MARY PADDOCK  
 and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

\_\_\_\_\_ 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 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.

(OFFICIAL SEAL)

Before me: *R. W. Q.*  
 Notary Public for Oregon  
 My commission expires 5/28/81

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

(OFFICIAL SEAL)

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, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed, before a notary public, 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.

STATE OF CALIFORNIA  
 COUNTY OF Orange, ss. (INDIVIDUAL)  
 On this 9th day of July, 1977, before me, the undersigned, a Notary Public in and for said County, personally appeared James R. Van Geem Sr and Ruth B. Van Geem

known to me to be the person(s) whose name(s) is/are subscribed to the within instrument, and acknowledged to me that they executed the same.  
 Witness my hand and official seal.

*Ethelyn H. Olson*  
 Notary Public in and for said County and State

Ethelyn H. Olson

Name (Typed or Printed)

OFFICIAL SEAL  
 ETHELYN H. OLSON  
 NOTARY PUBLIC - CALIFORNIA  
 PRINCIPAL OFFICE IN  
 ORANGE COUNTY  
 My Commission Expires April 24, 1981

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 14th day of July A.D., 19 77 at 4:25 o'clock P.M., and duly recorded in Vol N77 of Deeds on Page 12506.

FEE \$6.00

WM. D. MILNE, County Clerk

By *Pat McCullough* Deputy