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32829

CONTRACT—REAL ESTATE

Vol. 11 Page 12950

THIS CONTRACT, Made this 1st day of June 1977, between
 Ronald R. Carstens and Terry L. Carstens, husband and wife

and Homes Four Rent, hereinafter called the seller,
 and _____, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit: Lots 9 and 10, Block 103, BUENA VISTA ADDITION to the City of Klamath Falls, Oregon, EXCEPT that portion conveyed to State of Oregon, by and through its State Highway Commission recorded July 16, 1958 in Deed Volume 301, page 76, Records of Klamath County, Oregon, more particularly described as follows:

That said parcel being that portion of said Lots 9 and 10 lying North-easterly of a line which is parallel to and 100 feet Southwesterly of the center line of the Dalles-California Highway as said Highway has been relocated.

Subject, however, to the following:

1. City lien in favor of the City of Klamath Falls.

For: Street Improvement

Entered: April 17, 1973

Improvement Unit No.: 235, Card No. 122

Original Amount: \$731.96

Balance Owng: \$731.96, plus interest, if any, which Buyers

do not assume and agree to pay, and Sellers covenant to and with Buyers that they will hold them harmless therefrom.

(for continuation of this Contract see reverse side of this document)

for the sum of Ten Thousand and No/100ths----- Dollars (\$10,000.00)

(hereinafter called the purchase price), on account of which One Hundred and No/100ths-----

Dollars (\$100.00) 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: \$ 9,900.00) to the order

of the seller in monthly payments of not less than EIGHTY AND NO/100THS-----

Dollars (\$80.00) each, or more, prepayment without penalty

payable on the 20th 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 8 3/4 per cent per annum from

June 17, 1977 until paid, interest to be paid monthly and * MONTHLY 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) primarily for buyer's personal, family, household or agricultural purposes,

(B) for investment or business purposes, or for both investment and business purposes, or for both investment and business purposes.

The buyer shall be entitled to possession of said lands on June 17, 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 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 value 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 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, 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.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

Mountain Title Co.
407 Main

NAME, ADDRESS, ZIP

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

No change requested.

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.

Recording Officer

By _____

Deputy

Mort

1. with int
 charges

2. The
 premises or
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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 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 remain 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 all payments theretofore 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 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 \$ 10,000.00. ~~(However, the actual consideration consists of or includes other property or value given or promised which is the actual consideration indicated hereby.)~~

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.

Ronald R. Carstens
By *Terry L. Carstens*
Terry L. Carstens

HOMES FOUR BENT
By *Sam J. Slightom*
Sam J. Slightom

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

STATE OF OREGON,
County of *Klamath*
July 20, 1977

Personally appeared the above named
Ronald R. Carstens, Terry L.
Carstens, *Sam Slightom and*
Jim Inman and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires March 10, 1980

STATE OF OREGON,
County of *Klamath*
July 1, 1977

Personally appeared the above named *Sam*
Slightom and Jim Inman
and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: 8-12-77

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)

2. Sewer use charges, if any, due to the City of Klamath Falls.
3. Limited access provisions contained in Deed to the State of Oregon, by and through its State Highway Commission recorded July 16, 1958 in Volume 301, page 76, Deed Records of Klamath County, Oregon, which provides that no right or easement of right of access to, from or across the State Highway other than expressly therein provided for shall attach to the abutting property.

4. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: July 13, 1971

Recorded: July 14, 1971 in Volume M71, page 7393, Microfilm Records of Klamath County, Oregon

Amount: \$5,600.00

Grantor: Ronald R. Carstens and Terry L. Carstens, husband and wife
Trustee: Transamerica Title Insurance Company

Beneficiary: Equitable Savings & Loan Association, an Oregon corporation, and Sellers further covenant to and with Buyers that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract unless other arrangements are made by and between the parties hereto. It is further agreed by and between the parties hereto that Buyers reserve the option to assume the above described mortgage of Sellers. Buyers specifically agree to pay the full contract balance on or before September 15, 1977.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 21 day of July A.D., 19 77 at 12:33 o'clock P. M., and duly recorded in Vol. M 77, of Deeds on Page 12950.

FEE \$6.00

WM. D. MILNE, County Clerk

By *Hazel Drazic* Deputy