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CONTRACT—REAL ESTATE

Vol. 77 Page 13889

THIS CONTRACT, Made this 29th day of July, 1977, between  
 ARNOLD LEE HERRMAN and KATHY LATTE HERRMAN, husband and wife

and ROBERT B. WILLIAMS AND RAE DONNALEE WILLIAMS, husband and wife,  
 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 Northeasterly 50 feet of lot 17 in Block 21 of  
 INDUSTRIAL ADDITION to the City of Klamath Falls,  
 according to the official plat thereof on file in  
 the office of the County Clerk of Klamath County  
 Oregon.

for the sum of Seven Thousand and no/100 Dollars (\$ 7,000.00...)  
 (hereinafter called the purchase price), on account of which One Thousand and no/100  
 Dollars (\$ 1,000.00 ) 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: \$6,000.00 ) 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 1st day of each month hereafter beginning with the month of September, 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 1/2 per cent per annum from  
July 29, 1977 until paid, interest to be paid monthly and \* ~~for each month~~  
 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 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 closing, 1977, and may retain such possession so long as  
 he is not in default under the terms of this contract. The buyer agrees that for 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 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 will 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 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-Neess Form No. 1303 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. 1307 or similar.

Arnold L. and Kathy L. Herrman  
 16425 E. Double Grove  
 Valinda, California 91744

SELLER'S NAME AND ADDRESS

Robert B. and Rae Donnalee Williams  
 1021 Washburn Way  
 Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

After recording return to:

M.A.C.

Collection Serv. Dept.

NAME, ADDRESS, ZIP

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

Robert B. & Rae D. Williams  
 1021 Washburn Way  
 Klamath Falls, Ore.

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instru-  
 ment was received for record on the  
 day of \_\_\_\_\_, 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.

Recording Officer

By \_\_\_\_\_ Deputy

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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 revest in said seller without any act of re-entry, or any other act of said seller as absolutely, fully and perfectly as if this contract and such payments had never been made; and in case 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 on 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.

Purchaser shall keep the taxes and Insurance current.

The true and actual consideration paid for this transfer, stated in terms of dollars, is 7,000.00

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 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.

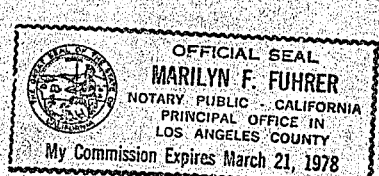
IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; if either of the undersigned is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its officers duly authorized thereunto by order of its board of directors.

Arnold L. Herrman  
Arnold L. Herrman  
Kathy L. Herrman  
Kathy L. Herrman

Robert B. Williams  
Robert B. Williams  
Rae Donnalee Williams  
Rae Donnalee Williams

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

STATE OF CALIFORNIA,  
COUNTY OF LOS ANGELES



ss.  
ON JULY 25, 19 77  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
ARNOLD L. HERRMAN & KATHY L. HERRMAN

personS whose nameS ARE known to me to be the  
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Marilyn F. Fuhrer  
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 232—Rev. 3-64

The above described property is subject to previous Real Estate contract, including the terms and provisions thereof, and dated June 25, 1976 in Volume M76, page 10260, Microfilm Records of Klamath County, Oregon, between Wayne A. Wilcox and Betty M. Wilcox, husband and wife, Vendor and Arnold Lee Herrman and Kathy Latter Herrman, husband and wife, Vendee.

(Vendors) Arnold Lee Herrman and Kathy Latter Herrman agree to payoff said previous contract with Wayne A. Wilcox and Betty M. Wilcox, husband and wife, dated June 25, 1976 prior to or at the time that this contract is paid in full. Arnold Lee Herrman and Kathy Latter Herrman agree to hold Robert B. Williams and Rae Donnalee Williams, husband and wife harmless from the contract dated June 25, 1976 recorded in Volume M76, page 10260, Microfilm Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 3 day of August A.D., 19 77 at 10:58 o'clock A M., and duly recorded in Vol. M 77 of Deeds on Page 13889.

FEE \$6.00

WM. D. MILNE, County Clerk.  
By Hazel Drazil Deputy