

33521

CONTRACT—REAL ESTATE

Vol. 77 Page 14008

THIS CONTRACT, Made this 5th day of July, 1977, between  
WINEMA PENINSULA, INC., an Oregon Corporation

and MICHAEL L. and JUDY E. RAYMOND

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

A parcel of land situated in Government Lots 8, 13 and 18 of Section 30, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the point of intersection of the Westerly bank of William-son River and the East line of Government Lot 13; thence Southwesterly along said riverbank 1250 feet more or less to the point of intersection of the South boundary of Government Lot 18 with said riverbank; thence West 283.8 feet; thence North 1980 feet more or less to point of intersection with the North boundary of Government Lot 8; thence East 330 feet more or less to the Northeast corner of  $W\frac{1}{2}$  E $\frac{1}{2}$  of Government Lot 8; thence South 792 feet more or less to a point that is West 330 feet more or less from the point of beginning; thence East 330 feet more or less to the point of beginning.

continued on reverse side--

for the sum of Twenty-nine Thousand Five Hundred & 00/100 Dollars (\$ 29,500.00 ) (hereinafter called the purchase price), on account of which Five Thousand Nine Hundred & 00/100 Dollars (\$ 5,900.00 ) 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: \$ 23,600.00 ) to the order of the seller in monthly payments of not less than Two Hundred Ninety Two & 61/100ths Dollars (\$ 292.61 ) each, Monthly payment shall be made direct to the seller, WINEMA PENINSULA, INC., P.O. Box 384, Chiloquin, Oregon 97624 payable on the 15th day of each month hereafter beginning with the month of August, 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  $8\frac{1}{2}$  per cent per annum from July 15, 1977 until paid, interest to be paid monthly and \* (in addition to being included in 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 July 15, 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

not less than \$ none 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 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.

Winema Peninsula, Inc.

P.O. Box 384

Chiloquin, Oregon 97624

SELLER'S NAME AND ADDRESS

Michael L. and Judy E. Raymond

269 Blossom Valley Drive

Los Gatos, Ca. 95030

BUYER'S NAME AND ADDRESS

After recording return to:

Winema Peninsula, Inc.

P.O. Box 384

Chiloquin, Oregon 97624

NAME, ADDRESS, ZIP

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

Michael L. and Judy E. Raymond

269 Blossom Valley Drive

Los Gatos, Ca., 95030

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of } ss.

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



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 rest 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.

When this contract has been fully paid the seller shall deliver a deed for said property.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 29,500.00. @However, the actual consideration consists of or includes other property or value given or promised which is part of 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.

*Michael L. Raymond* Michael L. Raymond, Pres.  
*Judy E. Raymond* Judy E. Raymond, Sec.  
 WINEMA PENINSULA, INC.

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

STATE OF OREGON, CALIFORNIA } ss.  
 County of *Santa Clara* }  
*July 19*, 19*77*

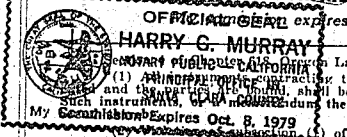
Personally appeared the above named  
 Michael L. Raymond and Judy E.  
 Raymond

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon California



HARRY G. MURRAY

My commission expires Oct. 8, 1979

Notary Public for Oregon

My commission expires Oct. 8, 1979

STATE OF OREGON, County of *Klamath* } ss.  
*Aug 1*, 19*77*

Personally appeared *Leroy Gienger* and  
*Elvine P. Gienger* 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

WINEMA PENINSULA, INC., 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.

Before me:

*Bonnie M. Kucher*

Notary Public for Oregon

My commission expires: *11-20-78*

(OFFICIAL SEAL)

(DESCRIPTION CONTINUED)

Subject to the following:

1. Rights of the public and of governmental bodies in that portion of the above described property lying below the high water mark of Williamson River and the ownership of the State of Oregon in that portion lying below the high water mark thereof.
2. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
3. Reservations, including the terms and provisions thereof, as set forth in Deed recorded December 28, 1958 in Book 308 at page 39, Deed Records of Klamath County, Oregon, reserving a right of way for ditches or canals constructed by the authority of the United States.
4. Reservations, including the terms and provisions thereof, as set forth in Land Status Report, recorded December 22, 1958 in Book 308 at page 42, Deed Records of Klamath County, Oregon, as follows: "...and there is hereby reserved any and all roads, trails, telephone lines, etc., actually constructed by the United States, with the rights of the United States to maintain, operate or improve the same so long as needed or used for or by the United States."

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the *4th* day of *AUGUST*, 19*77* at *10:30* o'clock *A*.M., and duly recorded in Vol. *M77* of *DEEDS* on Page *14008*

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *Gladys D. Dugan* Deputy

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