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35865

CONTRACT—REAL ESTATE

Vol. 77 Page 17377

38-1373

THIS CONTRACT, Made this 6th day of September 1977, between Melita E. Mieth, aka Melita E. Hall and Richard C. Mieth

and Robert R. Richey and Elizabeth Richey, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

A parcel of land lying in Government Lot 7 of Section 34, Township 34 South, Range 7 East of the Willamette Meridian, described as follows: Beginning at a point 285.72 feet North and 1300.86 feet East of the Southwest corner, Section 34, Township 34 South, Range 7 East of the Willamette Meridian, which point is located on East boundary of Lot 7, said Section 34; thence South 147.90 feet to a stake at edge of Williamson River; thence South 85° West for 200 feet; thence South 43° West 91.20 feet; thence North 231.80 feet; thence East 261.40 feet to the point of beginning.

BUT EXCEPTING THEREFROM the 100 foot by 50 foot parcel conveyed to Lloyd Lotches by Land Status Report recorded in Book 306 at page 467, Deed Records.

Subject, however, to the following:

1. Taxes for the year 1977-78 are now a lien but not yet payable.
2. Subject to rights of any existing utilities and to reservation of any roads or utilities built by United States of America, including the terms and provisions thereof, all as set forth in Deed from Bureau of Indian Affairs recorded June 12, 1958 in Book 300 at page 98, Deed Records.

(for continuation of this contract see reverse side of this contract)

for the sum of Nine Thousand and No/100ths-----Dollars (\$ 9,000.00) (hereinafter called the purchase price), on account of which Two Thousand and No/100ths-----Dollars (\$2,000.00) 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: \$ 7,000.00) to the order of the seller in monthly payments of not less than ONE HUNDRED AND NO/100THS-----Dollars (\$ 100.00) each, or more, prepayment without penalty

payable on the 15th day of each month hereafter beginning with the month of October, 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% per cent per annum from September 15, 1977

until paid, interest to be paid monthly 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 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) primarily 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 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 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 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.

Melita E. Mieth, aka Melita E.

485 Modelaire Drive

LaGrande, Oregon 97850

Robert R. Richey, et ux

P. O. Box 302

Chiloquin, Oregon 97624

BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate

Box 376

Chiloquin, Oregon 97624

NAME, ADDRESS, ZIP

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

P. O. Box 302

Chiloquin, Oregon 97624

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

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.

By

Recording Officer
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 for (3) to foreclose this contract by suit in equity, and in any of such cases, possession of the premises above described and all other rights acquired by the buyer hereunder shall utterly cease and determine and the right to the 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 there to 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.

It is further agreed by and between the parties hereto that Sellers do not warrant condition of septic tank system presently on subject property. Buyer agrees to be responsible for any DEQ approval required, including test holes, permit fees, etc.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 9,000.00. (However, the actual consideration consists of or includes other property or value given or promised which is hereby acknowledged and accepted.)

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 contest 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.

Melita E. Mleth
Hall
Richard C. Mleth

Robert R. Richey
Elizabeth Richey

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

STATE OF OREGON,
County of Union
September 6, 1977

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

Personally appeared _____ and
_____, 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 _____

Personally appeared the above named
Melita E. Mleth, aka Melita E.
Hall and Richard C. Mleth
and acknowledged the foregoing instru-
ment to be _____ 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 be-
half 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:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 4-24-78

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires:

Section 1 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 exe-
cuted 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.”

3. 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.

4. An easement created by Instrument, including the terms and provisions
thereof,
Recorded : April 10, 1941 Book: 136 Page: 507
In favor of : California Oregon Power Company
For : Power Line Easement.

STATE OF OREGON,
County of Klamath ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 14th day of September, 1977,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named Robert R. Richey and Elizabeth Richey, husband and wife

known to me to be the identical individuals described in and who executed the within instrument and
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.



Robert R. Richey
Notary Public for Oregon
My Commission expires 6-9-80

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 16th day of
SEPTEMBER A.D., 1977 at 3:46 o'clock P.M., and duly recorded in Vol. M77
of 12222 on Page 17397.

FEE \$6.00

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