

35927

CONTRACT—REAL ESTATE

Vol. 77 Page 17463

THIS CONTRACT, Made this 19th day of August, 1977, between James M. Boyle and Ruth V. Boyle, husband and wife and George T. Winter and Gladys M. Winter, husband and wife

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:

That portion of the S $\frac{1}{2}$ S $\frac{1}{2}$ NW $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 21, Township 34 South, Range 8 East of the Willamette Meridian, that lays West of the Sprague River, Klamath County, Oregon.

Subject, however, to the following:

1. The rights of the public and of Governmental bodies in and to any portion of the herein described property lying below high water mark of Sprague River.
2. Right-of-way, including the terms and provisions thereof, granted to The California Oregon Power Company, a Maine corporation, by Ragnar L. Carlson and Lila Geneva Carlson, husband and wife, by an instrument dated July 17, 1961, recorded November 9, 1961, in Deed Volume 333 at page 549, Records of Klamath County, Oregon.
3. Rights of the public in and to any portion of said premises lying within the limits of roads and highways;

for the sum of Eleven Thousand Five Hundred and No/100ths Dollars (\$11,500.00) (hereinafter called the purchase price), on account of which Three Thousand and No/100ths Dollars (\$3,000.00) 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: \$8,500.00) to the order of the seller in monthly payments of not less than ONE HUNDRED THREE and 13/100ths Dollars (\$103.13) each, or more, prepayment without penalty.

payable on the 1st 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 1, 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) for an organization or person 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 September 1, 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 taxes, 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 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.

James M. Boyle and Ruth V. Boyle  
30473 Mulholland Highway  
Agoura, California 91301

SELLER'S NAME AND ADDRESS

George T. Winter and Gladys M. Winter  
Route 1, Box 140 H  
Honeysprings Road  
Jamul, California 92035

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:

George T. Winter  
Route 1, Box 140 H  
Honeysprings Road  
Jamul, California 92035

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

SPACE RESERVED  
FOR  
RECORDER'S USE



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.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the Buyer agrees to pay to the Seller as attorney's fees such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if awarded by the court 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 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.

board of directors.

x *George T Winter*  
George T. Winter  
x *Gladys M. Winter*  
Gladys M. Winter

Ruth V. Boyle

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 .....

....., 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 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: \_\_\_\_\_

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 conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

3 **Notary Public**  
  
**OFFICIAL SEAL**  
**LAUREN W. AVERILL**  
 NOTARY PUBLIC - CALIFORNIA  
 PRINCIPAL OFFICE IN  
 VENTURA COUNTY  
 My Commission Expires March 30, 1981

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

BE IT REMEMBERED, That on this 19th day of Aug, 1977  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named George T. Winter and Gladys M. Winter

known to me to be the identical individual<sup>9</sup> 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.

Klein Van Norman

*Heleen Van Nostrum*  
Notary Public for Oregon, California

STATE OF OREGON; COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the 19th day of SEPTEMBER A.D., 1977 at 11:49 o'clock A M., and duly recorded in Vol. \_\_\_\_\_ M77

LEADS

WM. D. MILNE, County Clerk