

38-12621-K

FORM No. 705-CONTRACT OF SALE-REAL ESTATE-Purchaser Assumes Existing Encumbrance (Individual or Corporate) (This is a continuing series)

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THIS CONTRACT, Made this 30th day of May, 1977, between
L. D. Thompson and Dorothy B. Thompson, husband and wife,
and Gary D. Lewellyn and Yvonne E. Lewellyn, 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 following described real property in Klamath County, Oregon:
That portion of the SW 1/4 Section 24, and the N 1/2 N 1/2 NW 1/4 Section
25, lying East of the Southern Pacific Railroad and Westerly of the
center thread of the Williamson River, in Township 32 South, Range 7 East
of the Willamette Meridian;

(For continuation of this legal description see attached Exhibit "A" and
by this reference hereby made a part of as if fully set forth herein.)
**This document is re-recorded to show proper date for interest to commence,
according to the signature dates herein.

for the sum of Forty-seven thousand nine hundred & no/100 Dollars (\$47,900.00)
hereinafter called the purchase price, in part payment of which the buyer assumes and agrees to pay a contract
or mortgage (the word "mortgage" as used herein includes within its meaning a trust deed) now on said land
(recorded in the Deed*, Mortgage*, Miscellaneous* Records of said county in book at page
thereof, reference to which hereby is made) the unpaid principal balance of which is \$29,705.00, together
with the interest hereafter to accrue on said contract or mortgage according to the terms thereof; the buyer
agrees to pay the balance of said purchase price to the order of the seller at the times and in amounts as follows,
to-wit:

Thirteen thousand one hundred ninety-five and no/100th Dollars
(\$13,195.00) shall be paid in 3 annual installments on the dates and in
the amounts as follows:

December 30, 1978 -- \$4,927.15 including interest at the rate of 7 1/2%
per annum;
May 30, 1979 -- \$4,927.15 including interest at the rate of 7 1/2% per annum
May 30, 1980 -- \$4,927.15 including interest at the rate of 7 1/2% per annum
until the whole balance of purchase price and interest is fully paid.

All of said purchase price may be paid at any time; all of the said deferred payments shall bear in-
terest at the rate of 7 1/2% per cent per annum from date of contract until paid,
interest to be paid annually and * (in addition) the minimum regular payments above re-
quired. Taxes on said premises for the current fiscal 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 any other purpose, the buyer shall not use the same for any commercial or industrial purpose.

The buyer shall be entitled to possession of said lands on the first day after closing of escrow, 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 free from mechanic's
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 value.

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, and the said contract or mort-
gage. 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, restrictions,
and the said contract or mortgage 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 assigns.

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, and the payments to become due on said contract or mortgage, principal and interest, or any of them, pur-
tally 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 interests 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 revert 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 suc-
ceeding 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 \$47,900.00.

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 contract so requires, the singu-
lar 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 un-
dersigned 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.

L. D. Thompson

Dorothy B. Thompson

Dorothy B. Thompson

Gary D. Lewellyn

Yvonne E. Lewellyn

Yvonne E. Lewellyn

*Delete, by lining out, whichever phrase, and whichever warranty (A) or (B) is not applicable. If war-
ranty (A) is applicable, Stevens-Ness Form No. 1308 or similar MUST be used for disclosures under the
Truth-in-Lending Act and Regulation Z 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.

NOTE: The sentence between the symbols (1) if
not applicable, should be deleted; see Oregon Re-
vised Statutes, Section 93.030. (Notarial acknowl-
edgment on reverse)