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36523

THIS CONTRACT, Made this 1st day of April, 1977, between  
 JOHN KALITA and ELEANOR C. KALITA, husband and wife  
 and TOMMIE E. HAMRICK and JOYCE L. HAMRICK, 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:

A portion of Lot 26 of Section 18, Township 35 South, Range 7 East of the Will-  
 amette Meridian, said parcel being a strip of land bounded on the East by the  
 West boundary of State Highway #427, bounded on the West by Agency Lake, bounded  
 on the South by a line which is parallel to and 375 feet North of the South line  
 of Lot 26, and bounded on the North by a line 450 feet North of and parallel to  
 the South boundary of Lot 26.

SUBJECT TO: Reservations and restrictions of record, and to easements and rights  
 of way of record and those apparent on the land.

for the sum of Five Thousand and 00/100-----Dollars (\$ 5,000.00 )  
 (hereinafter called the purchase price), on account of which Two Thousand and 00/100-----  
 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: \$ 3,000.00 ) to the order  
 of the seller in monthly payments of not less than Seventy-five and 00/100-----  
 Dollars (\$ 75.00 ) each, or more,

payable on the first day of each month hereafter beginning with the month of May, 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 eight per cent per annum from  
 April 1, 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 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 April 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 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 \$ 0----- 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 thirty 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 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 assume by the buyer and further excepting all liens and encumbrances created by the buyer or his 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, 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 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 \$ 5,000.00. (However, the actual consid-  
 eration consists of or includes other property or value given or promised which is 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 singu-  
 lar 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 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.

John Kalita

John Kalita

Eleanor C. Kalita

Eleanor C. Kalita

Tommie E. Hamrick

Tommie E. Hamrick

Joyce L. Hamrick

Joyce L. Hamrick

\*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.

NOTE: The sentence between the sym-  
 bols ( ) If not applicable, should be  
 deleted; see Oregon Revised Statutes,  
 Section 93.030. (Notarial acknowl-  
 edgment on reverse).

Until a change is requested, all  
 tax statements shall be sent to  
 the following name and address

Tommie E. and Joyce L. Hamrick  
 STAR RT. 1 Box 11  
 CHILOQUIN, OR 97624

AFTER RECORDING RETURN TO



# CONTRACT

(FORM No. 706)

STEVENS-WESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

Address

AND

Address

Dated

Lot

Block

Addition

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 29th day of SEPTEMBER 1977, at 2:59 o'clock PM, and recorded in book M77 on page 18367, or as filing fee number 36523, Record of Deeds of said County.

Witness my hand and seal of County affixed.

WM. D. WILNE

COUNTY CLERK

Title

By *Sarah A. Black* Deputy

AFTER RECORDING RETURN TO

FEE \$ 6.00

18368

STATE OF OREGON,

County of Klamath ss.

April 6, 1977

Personally appeared the above named

John Kalita, Eleanor G. Kalita,  
Tommy E. Hamrick, Joyce  
L. Hamrick

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

Before me:

*L. B. Kalita*

Notary Public for Oregon

My commission expires: 12-22-78

STATE OF OREGON, County of \_\_\_\_\_ ss.

Personally appeared \_\_\_\_\_, 19 \_\_\_\_\_

\_\_\_\_\_ and  
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 \_\_\_\_\_

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:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)