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CONTRACT—REAL ESTATE

Vol. 17 Page 18964THIS CONTRACT, Made this 4th day of October, 1977, between  
Donald E. Bailey,

and Dwain O. Russell and Patricia K. Russell, 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:See attached description marked Exhibit "A" and by this reference made a  
part hereof.

for the sum of Twenty-two Thousand and 00/100-----Dollars (\$22,000.00.....)  
(hereinafter called the purchase price), on account of which Five Thousand and 00/100-----  
Dollars (\$5,000.00.....) 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: \$17,000.00.....) to the order  
of the seller in monthly payments of not less than Two Hundred and 00/100-----  
Dollars (\$200.00.....) each, or more. (The seller acknowledges receipt of the  
September 1 and October 1 payments prior to the execution of this contract.)  
payable on the 1st day of each month hereafter beginning with the month of September, 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  
August 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 organization or business purposes, for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on August 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 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 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 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.

Donald E. Bailey  
5727 Washburn Way  
Klamath Falls, OR 97601

SELLER'S NAME AND ADDRESS

Dwain O. Russell, et. ux  
P.O. Box 38  
Chiloquin, OR 97624

BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate  
P.O. Box 376  
Chiloquin, OR 97624

NAME, ADDRESS, ZIP

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

Dwain O. Russell, et. ux.

Same as above

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_

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.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/or (3) to foreclose this contract by suit in equity, and in any such case, 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 returned 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 22,000.00. ~~However, the actual consideration consists of a 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 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.

Donald E. Bailey

Dwain O. Russell

Patricia K. Russell

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

STATE OF OREGON,

County of Klamath

October 14th

1977

STATE OF OREGON, County of

19

Personally appeared

and

Personally appeared the above named Dwain O. Russell, Patricia K. Russell and Donald E. Bailey

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 acknowledged the foregoing instrument to be their 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 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:

Below me: Edward B. Kalta

Notary Public for Oregon

My commission expires 12-22-78

Notary Public for Oregon

My commission expires:

Section 4 of Chapter 618, Oregon Laws 1976, 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.

(2) Violation of subsection (1) of this section is a Class B misdemeanor.

(DESCRIPTION CONTINUED)



## EXHIBIT "A"

Lot 4, Block 1 of TRACT 1118, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT, however, to the following:

1. The rights of the public in and to any portion of the herein described premises lying within the limits of existing roads.
2. Recitals as contained in Land Status Reports recorded December 15, 1958 in Volume 307, page 481, Deed Records of Klamath County, Oregon, recorded January 18, 1959 in Volume 308, page 529, Deed Records of Klamath County, Oregon, and recorded January 19, 1959 in Volume 308, page 699, Deed Records of Klamath County, Oregon, to wit: "The above described property is subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights-of-way of record; 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. (Dept. Instr., January 13, 1916, 44 L. D. 513.)"
3. Right-of-way for pole and wire lines and other facilities for the transmission and distribution of electricity and incidentals, 15 feet wide, as conveyed to The California Oregon Power Company by deeds recorded November 9, 1961 in Volume 333, page 563, Deed Records of Klamath County, Oregon. (General location)
4. Recital in the deed from the United States of America recorded April 23, 1976 in Volume M76, page 6028 Microfilm Records of Klamath County, Oregon, to wit: "Title to the above-described property is conveyed subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights-of-way of record."
5. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded July 1, 1976 in Volume M76, page 10037, Microfilm Records of Klamath County, Oregon, as follows: "(1) Reserving to Henry Wolff, Gerald Wolff, Gerry Warren Wolff and Eric Wolff, hunting and fishing rights on the above described real property; (2) Reserving a right of ingress and egress upon and across the above described property for the purposes of keeping and maintaining the irrigation ditches located on said real property, and construction of same. (3) Reserving to Henry & Gerald Wolff Ranch, Inc., one-half of all mineral rights located on said property."
6. A 60 foot easement over the Easterly portion of lot for road purposes, as shown on dedicated plat.
7. Reservations as contained in plat dedication, to wit: "(1) A non-exclusive public easement, for ingress and egress, as shown on the annexed map; (2) All residences built must conform to flood plain requirements as shown by the apparent high water line on the annexed map; (3) A 75 foot building set back line along side lot lines; (4) All easements and reservations of record and additional restrictions as provided in any recorded protective covenants."
8. Real Estate Contract, including the terms and provisions thereof, dated July 1, 1977, recorded July 8, 1977 in Volume M77, page 12135, Microfilm Records of Klamath County, Oregon, between Henry and Gerald Wolff Ranch, Inc., an Oregon corporation, Vendor and Donald E. Bailey, a single man, Vendee.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 5th day of October A.D., 19 77 at 11:32 o'clock A M., and duly recorded in Vol. M77, of Deeds on Page 18964.

FEE \$9.00

WM. D. MILNE, County Clerk

By Bernetha D. Letach Deputy