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CONTRACT—REAL ESTATE

Vol. 77 Page 18991

THIS CONTRACT, Made this 17th day of September, 1977, between
 HOWARD V. WEIRUM and BLANCHE M. WEIRUM, husband and wife, as tenants
 by the entirety, hereinafter called the seller,
 and PHILLIP TILLSON and JANET L. TILLSON, husband and wife, as tenants
 by the entirety, 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:

Lots 2 and 3 in Block 9 of RAINBOW PARK ON THE WILLIAMSON, together
 with an undivided 2/68ths interest in Lots 4 and 5 in Block 1 of
 said addition, Klamath County, Oregon.

SUBJECT TO AND EXCEPT FOR THE FOLLOWING:

- 1) Reservations contained in Deed from the United States of America to
 Ruth Allen Barfield, dated May 13, 1958, recorded May 15, 1958 in Book 299
 at page 394, Deed Records of Klamath County, Oregon.
- 2) Reservations contained in deed from the United States of America to
 Ruth Allen Barfield, dated October 24, 1957, recorded November 15, 1957 in
 Book 295 at page 508, Deed Records of Klamath County, Oregon.
- 3) The rights of the public and of Governmental bodies in and to any
 portion of the herein described property lying below the high water mark of
 the Williamson River. (Affects Lot 3 Block 1 and an undivided interest in
 Lots 4 and 5 Block 1)
- 4) Covenants, easements and restrictions, but (continued on reverse side)
 for the sum of Twenty-three Thousand and 00/100 Dollars (\$23,000.00)
 (hereinafter called the purchase price) on account of which One Thousand and 00/100
 Dollars (\$1,000.00) is paid on the execution hereof (the receipt of which is
 hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in
 amounts as follows, to-wit:

The remainder of said purchase price shall be paid to the order of
 Seller in monthly payments of not less than \$300.00 each payment payable
 on or before the 23 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 anytime but the
 full balance of principal and interest must be fully paid on or before
 two (2) years of the date of the first due payment herein.

In addition to the payments provided for herein Buyer shall pay within
 six (6) months of the first payment herein the sum of \$500.00 (continued on
 reverse side)

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, even if buyer is a natural person, is for business or commercial purposes, other than agricultural purposes.

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 10
 per cent per annum from September 23, 1977 until paid, interest to be paid monthly and * (in addition to
 the minimum regular 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 shall be entitled to possession of said lands on upon closing, 19, 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
full insurable

not less than \$ value in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as
 their respective interest 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 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 all 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-Neess 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-Neess Form No. 1307 or similar.

Howard V. and Blanche Weirum
 2101 Penninger Drive
 Boise, Idaho 83705

SELLER'S NAME AND ADDRESS

Phillip and Janet Tillson
 349 Riverside Drive
 Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

After recording return to:

T/A

NAME, ADDRESS, ZIP

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

Phillip and Janet Tillson
 349 Riverside Drive
 Klamath Falls, Oregon 97601

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.

Recording Officer

By _____ 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 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 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 succeeding breach of any such provision, or as a waiver of the provision itself.

Buyer shall timely assume and pay as provided herein all real property taxes and insurance and provide Seller with a paid receipt therefor prior to the dates on which said obligations may become delinquent.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$23,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of 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.

Howard V. Weirum
Blanche M. Weirum

Phillip L. Tillson
Janet L. Tillson

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

STATE OF OREGON, Clatsop } ss.
County of Clatsop }
September 17, 1977

STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____, and _____, who, being duly sworn,

Personally appeared the above named Howard V. Weirum, Blanche M. Weirum, Phillip Tillson and Janet L. Tillson 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 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: Roger H. Jones
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires Aug. 1, 1980

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

(DESCRIPTION CONTINUED)

omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms thereof,
Recorded : September 11, 1964 Book: 356 Page: 116

(Terms continued)

and the further sum of \$500.00 within one (1) year of the first due monthly payment herein. Said payments shall be applied by Seller to the realtors commission owing by Sellers and resulting from this transaction. Should Buyers default in the payment of said additional payments Buyers shall be fully and completely responsible for said additional payments and Buyers shall hold Sellers harmless from any liability or obligation on said realtors commission.

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record on _____
this 5th day of October A. D. 1977 at 3:33 clock P. M., and
duly recorded in Vol. M77, of Deeds on Page 18991

Wm D. MILNE, County Clerk
By Bernetha H. Retach

Fee \$6.00