

38-13316 K

37448

CONTRACT—REAL ESTATE

Vol. ^m 77 Page 19814

THIS CONTRACT, Made this 5th day of October, 1977, between
 RICHARD K. BRODA and BONITA L. BRODA, husband and wife,
 and JAMES W. CAMIDGE and ANNA LEE CAMIDGE, 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 de-
 scribed lands and premises situated in Klamath County, State of Oregon, to-wit:
 Lot 11 in Block 72 KLAMATH FALLS FOREST ESTATES HIGHWAY 66, UNIT NO. 3,
 Klamath County, Oregon.

Subject, however, to the following:

1. Taxes for the year 1977-78 are now a lien but not yet payable.
2. Subject to reservations in deeds from Ada Parsons Sparretorn to Henry P. Cox, et al., recorded June 11, 1936, in Deed Volume 106 at page 459, Records of Klamath County, Oregon. "Reserving all oil, gas and minerals, with the right to enter said lands to explore, bore wells and made excavations and remove all oils and minerals found, together with right of way for pipe lines." (Covers additional property)
3. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat.
4. Covenants, easements and restrictions, but omitting restrictions, if any, based on race, color, religion, or national origin, imposed by instrument, including the terms thereof, Recorded: June 24, 1965, Bood: 362, Page: 400.

for the sum of Two Thousand Seven Hundred and NO/100-----Dollars (\$2,700.00) (hereinafter called the purchase price), on account of which One Thousand and NO/100-----Dollars (\$1,000.00) 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: \$1,700.00) to the order of the seller in monthly payments of not less than Thirty-Four and 48/100-----Dollars (\$34.48) each, or more, prepayment without penalty.

payable on the 15 day of each month hereafter beginning with the month of November, 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 October 15, 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 (even 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 closing, 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 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 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 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 disclosure; 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.

1831 Crostawn Blvd N.W.
 Anoka, MN 55303
 SELLER'S NAME AND ADDRESS

General Delivery
 Bananza, OR 97623
 BUYER'S NAME AND ADDRESS

After recording return to:

JA - Kathy

NAME, ADDRESS, ZIP

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

James W. Camidge
 General Delivery
 Bananza, OR 97623
 NAME, ADDRESS, ZIP

SPACE RESERVED
 FOR
 RECORDER'S USE

STATE OF OREGON,

County of Des

I certify that the within instru-
 ment was received for record on the
 day of October, 1977,

at 10 o'clock AM, and recorded
 in book 77 on page 19814 or as
 file/reel number 77-19814

Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

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 fails to make the payments above required, or any of them, punctually within the time limited therefor, or fail to keep any payment made by him, 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 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, or in any court of law, and in 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 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 of the money 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 \$2,700.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of the 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 contest 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.

X Richard K. Broda
RICHARD K. BRODA
X Bonita L. Broda
BONITA L. BRODA

James W. Camidge
JAMES W. CAMIDGE
Anna Lee Camidge
ANNA LEE CAMIDGE

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

STATE OF OREGON,

County of Klamath } ss.
October 5, 19 77

STATE OF OREGON, County of _____) ss.
_____, 19 _____

Personally appeared _____ and _____

Personally appeared the above named
James W. Camidge and
Anna Lee Camidge, husband
and wife

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

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 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:
(OFFICIAL SEAL) Kathy R. Mallama

Notary Public for Oregon

My commission expires 6-13-80

Notary Public for Oregon

My commission expires: _____

(OFFICIAL SEAL)

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 conveyer 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)

MINNESOTA
STATE OF OREGON

County of ANOKA } ss.

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

BE IT REMEMBERED, That on this 15 day of October, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named RICHARD K. BRODA and BONITA L. BRODA, husband and wife

known to me to be the identical individuals 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.

Nancy L. Cairne
Notary Public for Oregon/Minnesota
My Commission expires JUNE 25, 1979

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at _____

this 17th day of October, A. D. 1977 at 12:30 o'clock P. M., and duly recorded in Vol. M77, of Deeds on Page 19814

Fee \$6.00

Wm D. MILNE, County Clerk

By Bernard P. Lisch