

38-13371 K

FORM No. 700 CONTRACT—REAL ESTATE Monthly Payments.

Vol. 27 Page 19881

37486

CONTRACT—REAL ESTATE

THIS CONTRACT, Made this 5th day of October, 19 77, between
Errol Van Sant and Josephine Van Sant, 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 10 in Block 72 of Klamath Falls Forest Estates, Highway 66 Unit,
PLAT NO. 3, Klamath County, Oregon.

Subject, however, to the following:

1. 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 make excavations and remove all oils and minerals found, together with right of way for pipe lines. (Covers additional property)
2. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Klamath Falls Forest Estates, Highway 66 Unit, Plat No. 3.
3. 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 Book: 362 Page: 400;

for the sum of Two Thousand Nine Hundred Ninety-Five Dollars (\$ 2,995.00)
 (hereinafter called the purchase price), on account of which Nine Hundred Ninety-Five and
Dollars (\$ 995.00) 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: \$ 2,000.00) to the order
 of the seller in monthly payments of not less than FORTY-ONE and 04/100THS
Dollars (\$ 41.04) each, or more, prepayment without penalty,

payable on the 15th day of each month hereafter beginning with the month of November, 19 77,
 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 1/2% per cent per annum from
October 15, 1977 until paid, interest to be paid monthly and * 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 (C) for 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 19 77, 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 \$ 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 taxes, 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 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. 1300 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.

Errol & Josephine Van Sant
1417 Angel Crest Dr
Hacienda Heights, CA
 SELLER'S NAME AND ADDRESS 91745

James & Anna Camidge
Rt 1, Box 355F
Klamath Falls, OR 97601
 BUYER'S NAME AND ADDRESS

After recording return to:

JA - Kathy

NAME, ADDRESS, ZIP

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

James Camidge
General Delivery
Banana, OR
 NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

I certify that the within instru-
 ment was received for record on the
day of, 19 77,

at o'clock M., and recorded
 in book or page or as
 file/reel number _____

Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

By _____

Recording Officer

Deputy

SPACE RESERVED
 FOR
 RECORDER'S USE

30 days

19882

And it is further 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 shall not pay them, punctually within the time limited hereof, 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 interest thereon at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of such cases, said purchase price with interest thereon shall be paid by the buyer hereunder shall utterly cease and determine and the right to the all rights and interest therein existing in favor of the buyer as against the seller hereunder shall revert to and be held 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.

It is further hereby agreed by and between the parties hereto that Buyers are to furnish their own DEQ approval.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$2,995.00. Offenses, the actual consideration consists of or includes, of the property and value given or promised, which is the actual consideration, and which is not to be taken into account 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 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.

Errol Van Sant
Errol Van Sant

Josephine Van Sant
Josephine Van Sant

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, CALIFORNIA } ss.
County of *Los Angeles*
October 14, 1977

STATE OF OREGON, County of _____, ss.
Personally appeared _____, 19____

_____ and _____, who, being duly sworn, 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 _____

Personally appeared the above named _____
Errol Van Sant and
Josephine Van Sant, husband
and wife
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:
(OFFICIAL SEAL) *Patty D. Rodriquez*
Notary Public for *Oregon* California
My commission expires *June 15, 1980*

Before me:
Notary Public for Oregon
My commission expires: _____



PATTY D. RODRIGUEZ
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
LOS ANGELES COUNTY
My Commission Expires June 15, 1980

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 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)

STATE OF OREGON, _____ } ss.
County of *Klamath*

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

BE IT REMEMBERED, That on this *5th* day of *October*, 19 *77*, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *James W. Camidge and Anna Lee Camidge, husband and wife,*

known to me to be the identical individual *B* 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

Kathie R. Mallama
Notary Public for Oregon

My Commission expires *6-13-80*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *TRANSAMERICA TITLE INS. CO*

this *17th* day of *OCTOBER*, A. D. 19 *77* at *4:02* o'clock *PM*, and

fully recorded in Vol. *M77*, of *DEEDS* on Page *19881*

fee \$ *6.00*

Wm D. MILNE, County Clerk

Bernetha A. Getch

