

MTC 4381

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

TK

39046

CONTRACT—REAL ESTATE

Vol. 77 Page 22214

THIS CONTRACT, Made this 19th day of October, 1977, between
Joan Westin

and Delbert Pugh, hereinafter called the seller,

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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

Lots 11 and 12 in Block 27, SECOND ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

for the sum of TEN THOUSAND FIVE HUNDRED AND NO/100 Dollars (\$10,500.00) (hereinafter called the purchase price), on account of which TWO THOUSAND AND NO/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: \$8,500.00) to the order of the seller in monthly payments of not less than ONE HUNDRED THIRTY FIVE AND NO/100 Dollars (\$135.00) each,

payable on the 20th 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 any time; all deferred balances of said purchase price shall bear interest at the rate of 9 1/2 per cent per annum from October 20, 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 prorated 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.

The buyer shall be entitled to possession of said lands on October 20, 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 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 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 value not less than \$

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 disclosures; 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.

Joan Westin
7061 Madison Ave, Apt. E 8
Fair Oaks, CA 95628
SELLER'S NAME AND ADDRESS

Delbert Pugh
1025 Addison Street
Klamath Falls, OR 97601
BUYER'S NAME AND ADDRESS

After recording return to:

Mountain Title Company
407 Main Street
Klamath Falls, OR 97601
NAME, ADDRESS, ZIP

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

Delbert Pugh
1025 Addison Street
Klamath Falls, OR 97601
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument 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

[illegible]

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 property is presently subject to a recorded contract of sale, including the terms and provisions thereof, dated November 16, 1976, recorded November 16, 1976 in Volume M76, page 18200, Microfilm Records of Klamath County, Oregon between Kenneth L. Dickman and Rebecca D. Dickman, vendor, Joan Westin, vendee. * (Continued below)

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10,500.00.

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 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.

x Joan Westin Seller x Delbert Pugh Buyer

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See OHS 93.070

STATE OF OREGON,

County of Klamath
October 19th, 1977

Personally appeared the above named,

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

(OFFICIAL SEAL) *John B. Kuban*
Notary Public for Oregon
My commission expires *8-23-88*

STATE OF ~~California~~ CALIFORNIA, County of SACRAMENTO,
OCTOBER 26, 1977
 Personally appeared JOAN C. WESTIN

..... 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

....., 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 be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument ~~as their own act and deed~~
Before me,

Jayne E. Wood
Notary Public for California
My commission expires: 11/18/99

 JAYNE E. WOOD
NOTARY PUBLIC (SEAL) IF
PRINCIPAL OFFICE IN
SACRAMENTO COUNT
My Commission Expires November 18

JAYNE (BRACCO)
NOTARY PUBLIC (SEAL) IFC
PRINCIPAL OFFICE IN
SACRAMENTO COUNT
My Commission Expires November 12

Section 4 of Chapter 618, Oregon Laws 1975, provides:

"(I) 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 bound thereby.

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

(DESCRIPTION CONTINUED)

*(Continued from above)
Seller covenants that seller will make all payments thereunder when due and will obey all of the terms of such instrument, except as to those matters which are to be performed by purchaser under the terms of this contract.

STATE OF CALIFORNIA.

County of SACRAMENTO
On this 26th day of OCT


On this 26th day of OCTOBER in the year one thousand nine hundred and SEVENTY-SEVEN
before me, JANE E. WOODS, a Notary Public,
State of California, duly commissioned and sworn, personally appeared
JOAN C. WESTIN

known to me to be the person.....whose name.....LS.....subscribed to the within instrument
and acknowledged to me that ~~he~~she.....executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the _____ County of SPARACINO the day and year in this
certificate first above written.

June E. Woods
Notary Public, State of California.

My Commission Expires 11/18/22 Notary Public, State of California.

 **JAYNE E. WOODS**
NOTARY PUBLIC — CALIFORNIA
PRINCIPAL OFFICE IN
SACRAMENTO COUNTY
My Commission Expires November 18, 1979

Form No. 32—Acknowledgment—General.

My Commission Expires 11/18/20

County of Sacramento day of October 1912.

I, John Woods,
do hereby certify that John Woods,
of the County of Sacramento, State of California, duly born 1864,
known to me to be the person
and acknowledged to me that
IN WITNESS WHEREOF
I have hereunto set my hand and
affixed the seal of said County
at Sacramento, California, this 18 day of November, 1912.

My Commission Expires _____

Notary Public for California

Form No. 32—Acknowledgment—General.
(20)

STATE OF OREGON; COUNTY OF KLAMATH; s

Filed for record at request of MOUNTAIN TITLE CO

This 15th day of NOVEMBER A. D. 19 77 at 2:17 o'clock P.M., a

fully recorded in Vol. M77, of DEEDS on Page 22
Wm. D. MILHE County Clerk

FEE \$ 9.00

Wm D. MILNE, County Cl.
By Bernetha H. Letsch