

39289

CONTRACT--REAL ESTATE

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38-13240

THIS CONTRACT, Made this 13th day of October, 1977, between
William R. Bucher and George F. Fortune

and Earl J. Scherer and Hallie E. Scherer, 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:

The N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 19, Township 33 South, Range 7 East of the
 Willamette Meridian, Klamath County, Oregon;
 Subject, however, to the following:

- (1) Taxes for the year 1977-78 are now a lien but not yet payable.
- (2) Rights of the public in and to any portion of said premises
 lying within the limits of roads and highways.

for the sum of Seven thousand and 00/100 - - - - - Dollars (\$ 7,000.00)
 (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); the buyer agrees to pay the remainder of said purchase price (to-wit: \$ 6,000.00) to the order
 of the seller in monthly payments of not less than One hundred and 00/100 - - - - -
 Dollars (\$ 100.00) each, or more, prepayment without penalty.

payable on the 15th 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 * 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.

The buyer shall be entitled to possession of said lands on October 15, 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 free from mechanic's
 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 \$ full insurable 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 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 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. 1306 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.

William R. Bucher & George F. Fortune
1535 Willow Oaks Drive
San Jose, California 95125
 SELLER'S NAME AND ADDRESS

Earl J. & Hallie E. Scherer
423 Pinewood Way
Cave Junction, Oregon 97523
 BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate
Box 376
Chiloquin, Oregon 97624
 NAME, ADDRESS, ZIP

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

STATE OF OREGON,

County of

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

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

