

39622

CONTRACT—REAL ESTATE

Vol. <sup>m</sup> 77 Page 23042

THIS CONTRACT, Made this 28 day of September, 19 77, between  
Joe Bruno, Mary Bruno and Mika Bruno

and James R. Spencer and Stella Spencer, 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 described lands and premises situated in Klamath County, State of Oregon to-wit: The N1/2SE1/4 of Section 2, Township 35 South, Range 8 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.
2. Unrecorded Contract of Sale dated August 21, 1972, by and between Henry G. Wolff, aka Henry Wolff, Seller, and George A. Pondella, Jr., Buyer, which Buyers do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract.
3. Unrecorded Contract of Sale dated November 1, 1972 by and between George A. Pondella, Jr., Seller, and Joe Bruno and Mary Bruno, husband and wife, and Mike Bruno, Buyers, which Buyers herein do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will (continued on reverse side)

for the sum of Thirty-Two Thousand and No/100ths Dollars (\$ 32,000.00) (hereinafter called the purchase price), on account of which Six Thousand and No/100ths Dollars (\$ 6,000.00) 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: \$ 26,000.00) to the order of the seller in monthly payments of not less than TWO HUNDRED and NO/100THS Dollars (\$ 200.00) each, ~~to be paid in full by the buyer on or before the day of the month of November, 1977.~~

payable on the 1st 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 1/2% per cent per annum from October 1, 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 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,

(B) for the purpose of business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on 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 mechanics' 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 taxes, costs, water rents, fees, 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 (MUS) comply with the Act and Regulation by making required disclosures; 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.

BRUNO

SELLER'S NAME AND ADDRESS

SPENCER

BUYER'S NAME AND ADDRESS

After recording return to:

TRANSAMERICA TITLE INS. CO.

KLAMATH FALLS, OR 97601

NAME, ADDRESS, ZIP

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

MR. & MRS. JAMES R. SPENCER  
170 S. Michillinda  
Sierra Madre, CA 91024

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of SS.

I certify that the within instrument was received for record on the day of, 19 77, 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

Deputy

23043

It is understood and agreed between the 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 two 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 rescind this contract by suit in equity, to recover the purchase price, with interest thereon, and to have the property sold by public auction, and (2) to foreclose this contract by suit in equity, to recover the purchase price, with interest thereon, and to have the property sold by public auction, and the proceeds of the sale applied to the payment of the purchase price, with interest thereon, and the balance, if any, paid to the buyer. 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 \$ 32,000.00.

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 such suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further agrees 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 and the feminine, 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.

Joe Bruno  
Mary Bruno  
Mike Bruno

Mike Bruno  
James R. Spencer - Stella Spencer

NOTE-The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.330.

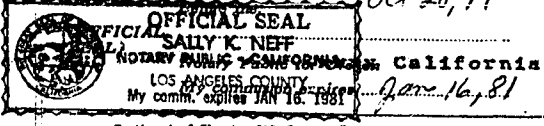
STATE OF OREGON, CALIFORNIA

County of Los Angeles  
September 28, 1977

STATE OF OREGON, County of \_\_\_\_\_ ss.

Personally appeared \_\_\_\_\_ 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 \_\_\_\_\_ 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.

Personally appeared the above named \_\_\_\_\_ and acknowledged the foregoing instrument to be their \_\_\_\_\_ voluntary act and deed.



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 signer 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)

be released from the lien of said mortgage upon payment of this contract.

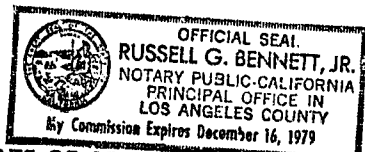
STATE OF OREGON, CALIFORNIA  
County of Los Angeles

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

BE IT REMEMBERED, That on this 28th day of September, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named James R. Spencer and Stella Spencer, husband and wife,

known to me to be the identical individual s 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.



Russell G. Bennett, Jr.  
Notary Public for Oregon, California  
My Commission expires Dec 16, 1979

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of NOVEMBER A.D., 1977 at 3:38 o'clock P.M., and duly recorded in Vol. M77 of DEEDS on Page 23042.

FEE \$ 6.00

WM. D. MILNE, County Clerk  
By Bernetha D. Bloch Deputy