

TK

**CONTRACT—REAL ESTATE**

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2307

THIS CONTRACT, Made this 1st day of July, 1977, between  
Fred W. Koehler Jr., and Charlotte M. Koehler, H & W  
1362 Lance Drive, Tustin, Ca. 92680, hereinafter called the seller,  
and James N. Koehler, 1362 Lance Dr. Tustin, Ca. 92680

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:

West 1/2 of the Northeast 1/4 of the Southeast 1/4 of Section 20  
Township 35 South, Range 10 East of the Willamette Meridian -- 20 acres  
M/L

This conveyance is made subject to reservations and restrictions of record and roadways apparent on the property.

for the sum of Four Thousand ----- Dollars (\$ 4,000.00 )  
(hereinafter called the purchase price), on account of which One hundred -----  
Dollars (\$ 100.00 ) 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: \$ 3,900.00 ) to the order  
of the seller in monthly payments of not less than Fifty -----  
Dollars (\$ 50.00 ) each, month -----

payable on the 1st day of each month hereafter beginning with the month of August, 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 Date of Contract until paid, interest to be paid concurrently 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 investigation or law enforcement or a national purpose.

The buyer shall be entitled to possession of said lands on immediately 19        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 \$ \_\_\_\_\_ 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 Luyer shall fail to pay any of the above sums or to procure or 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 \_\_\_\_\_ NONE \_\_\_\_\_ days from the date hereof, he will turnish upon 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, and except the usual printed exclusions and building and other restrictions and statements now of record, if any. The 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 existing at the date hereof, and he will pay all taxes, assessments, interest, and other charges and costs of record and of the principal and accretions of principal, 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 lender, as such worded 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 Farm 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 Farm No. 1307 or similar.

Fred W. Koehler  
1362 Lance Dr.  
Tustin, Ca. 92680

**SELLER'S NAME AND ADDRESS**

James N. Koehler  
1362 Lance Dr.  
Tustin, Ca. 92680

BUYER'S NAME AND ADDRESS

**After recording return to:**

Fred W. Koehler  
1362 Lance Dr.  
Tustin, Ca. 92680

NAME, ADDRESS, ZIP

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

Fred W. Koehler  
1362 Lance Dr.  
Tustin, Ca. 92680

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

And it is understood and 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 any of them, punctually within ten 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 declare this contract null and void, (2) to declare the whole unpaid principal 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, and in any of 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 and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and rest 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 full 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 \$ 4,000.00

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 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.

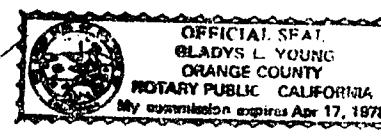
In construing this contract, it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular pronoun shall be taken to mean and include the plural, the masculine, the feminine and the neuter, and that generally all grammatical changes shall be 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

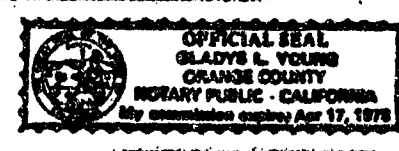
James N. Koehler  
James N. Koehler  
Fred W. Koehler  
Charlotte M. Koehler  
Charlotte M. Koehler

NOTE—The sentence between the symbols (i). If not applicable, should be deleted. See CBE 93 (31)

STATE OF CALIFORNIA  
County of ORANGE } ss.  
On September 23, 1977, before me, Gladys L. Young  
a Notary Public, in and for said State, personally appeared  
Fred W. Koehler and Charlotte M. Koehler  
known to me to be the persons whose names are subscribed  
to the within instrument, and acknowledged to me that he executed the same.  
My commission expires April 17, 1978  
Gladys L. Young  
Notary Public



STATE OF CALIFORNIA  
County of ORANGE } ss.  
On November 10, 1977, before me,  
a Notary Public, in and for said State, personally appeared James N. Koehler  
known to me to be the person whose name is subscribed  
to the within instrument, and acknowledged to me that he executed the same.  
My commission expires April 17, 1978  
Gladys L. Young  
Notary Public



STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of TRANSAMERICA TITLE INS. CO  
this 28th day of NOVEMBER A. D. 1977 at 3:38 o'clock P. M., and  
fully recorded in Vol. M77, of DEEDS on Page 23047  
FEE \$ 6.00  
Wm D. MILNE, County Clerk  
By Bernetha H. Ketchum