

THIS CONTRACT, Made this 2 day of November, 1977, between Wallace V. Teuscher & Joan Teuscher, husband & wife, for a 1/2 undivided interest; and Asghar R. Sadri, a single man, for a 1/2 undivided interest; hereinafter called the seller, and Leon S. Theriault & Kathleen Theriault, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

The West 1/2 of the NE 1/4 Section 26, Township 36 South Range 11 East of the Willamette Meridian.

Subject to roads, highways, reservations, restrictions and easements of record, and any existing easements visible on the ground for roads, pipelines, or utilities, to which the property might be subject under provisions of Land Status Report recorded in Deed Volume 305 at Page 531, Deed Records of Klamath County, Oregon. ALSO SUBJECT to the terms and provisions of that certain contract of sale between Frank E. McBain et ux and Garland D. Moullet et ux, recorded August 6, 1975 in Volume M75 page 9165, records of Klamath County, Oregon, wherein Vendees shall not remove merchantable timber from the property without written consent of Vendors; which said contract vendees herein DO NOT assume and vendors covenant and agree to hold them harmless therefrom.

for the sum of Forty-two thousand five hundred and no/100----- Dollars (\$42,500.00 ) (hereinafter called the purchase price), on account of which Six thousand and no/100----- 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: \$ 36,500.00 ) to the order of the seller in monthly payments of not less than Three hundred and no/100----- Dollars (\$ 300.00 ) each, and a balloon payment for the entire balance in full due seven years from the date of closing; monthly payments are

payable on the first day of each month hereafter beginning with the month of December, 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 8-3/4 per cent per annum from closing until paid, interest to be paid monthly and \* (BY BUYER'S CHOICE) 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, and buyers agree to pay all taxes when and as they become payable. Failure to do so is a material breach.

The buyer warrants to and covenants with the seller that the real property described in this contract is (A) a residential property, or (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes. The buyer shall be entitled to possession of said lands on 1 day after closing 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 stop 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 \$ full 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 taxes, 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.

The seller agrees that on the day of closing, he will deliver to the buyer a title insurance policy upon payment in full (in an amount equal to said purchase price) marketable title in and to said premises in the seller's name as of the date of this agreement, saving 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 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. Title also to be subject to reservations of Land Status Report, Klamath County Deed Volume 305, page 531

\*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. 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.

Teuscher/Sadri  
203 East Reserve  
Vancouver, Washington 98661  
SELLER'S NAME AND ADDRESS

THERIAULT

BUYER'S NAME AND ADDRESS

After recording return to:  
TRANSAMERICA TITLE INSURANCE COMPANY  
600 Main Street  
Klamath Falls, Oregon 97601  
NAME, ADDRESS, ZIP

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

Buyer at State Route 2,  
Sprague River, Oregon  
NAME, ADDRESS, ZIP

SPACE RESERVED  
FOR  
RECORDER'S USE

STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instrument 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.

Recording Officer  
Deputy

By \_\_\_\_\_

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 comply with the payments above required, or any of them, punctually within ten days of the date of the expiration of the term 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 the said purchase price with the interest thereon at once due and payable; and (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 attach, and in equity, and in any of such cases, possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest 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, redemption or compensation of any kind, and in case of such default all payments thereafter made on this contract, or 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.

Buyers agree to execute and deliver to sellers their quitclaim deed reconveying the property to sellers. Sellers shall hold the said deed as security for buyers performance and may record the same 60 days after buyers become delinquent in any payment hereunder or after they commit any other material breach and after 30 days' written notice to buyers during which buyers may repair such breach, in lieu of foreclosure.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$2,500.00.

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 such appeal.

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

*Leon S. Theriault*  
Leon S. Theriault  
*Kathleen Theriault*  
Kathleen Theriault

*Asghar R. Sadri*  
Asghar R. Sadri  
*Joan W. Teuscher*  
Joan W. Teuscher  
*Wallace V. Teuscher*  
Wallace V. Teuscher

NOTE—The sentence between the symbols @, if not applicable, should be deleted. See ORS 93.030.  
STATE OF OREGON, WASHINGTON } ss.  
County of CLARK }  
Nov. 9, 1977

Personally appeared the above named  
Asghar R. Sadri

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

*Michael R. Jones*  
Notary Public for Oregon Washington  
My commission expires  
Residing at Vancouver.

STATE OF OREGON, COUNTY OF KLAMATH  
On November 14, 1977, personally appeared LEON S. THERIAULT and KATHLEEN THERIAULT, who acknowledged the foregoing to be their voluntary act and deed.

*Martha Herts*  
Notary Public for Oregon  
Commission expires: 7-21-81

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 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)

STATE OF WASHINGTON, } ss.  
County of CLARK }

On this 7 day of November, 1977, before me, the undersigned, a Notary Public in and for the State of Washington, duly commissioned and sworn, personally appeared Wallace V. Teuscher, to me known to be the individual described in, and who executed the within instrument for him, self and also as the Attorney in Fact for Joan W. Teuscher and acknowledged to me that he signed and sealed the same as his own free and voluntary act and deed for himself, and also as his free and voluntary act and deed as Attorney in Fact for said Joan W. Teuscher in the capacity and for the uses and purposes therein mentioned, and that said principal is not deceased nor insane.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.  
*Michael R. Jones*  
Notary Public in and for the State of Washington, residing at Vancouver

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
I hereby certify that the within instrument was received and filed for record on the 29th day of November, A.D., 1977 at 3:23 o'clock P.M., and duly recorded in Vol. 1877 of Deeds on Page 23130.

FEE \$6.00

WM. D. MILNE, County Clerk  
By *Hazel D. Dashi* Deputy

