

39740

CONTRACT—REAL ESTATE

Vol. 17 Page 23207

THIS CONTRACT, Made this 5th day of November, 1977, between Charles D. and Bonnie J. Whittemore, husband and wife, and Bruce D. Downing, 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: A tract of land situated in the NE 1/4 SW 1/4 of Section 3, Township 36 South, Range 6 East of the Willamette Meridian, and described as follows: Starting from the Northwest corner NE 1/4 SW 1/4 of Section 3, Township 36 South, Range 6 East of the Willamette Meridian; thence South 89° 50' East, a distance of 596.39 feet; thence South a distance of 223.26 feet to an iron pin, the point of beginning; thence South, a distance of 74.83 feet to an iron pin; thence South 69°26'53" East, a distance of 131.65 feet to an iron pin; thence Northerly, on the Westerly side of the County Road, along a curve having a radius of 543 feet, a distance of 100 feet to an iron pin; thence North 80°37'11" West a distance of 151.61 feet more or less to the point of beginning.

for the sum of Twenty One Thousand Nine Hundred ----- Dollars (\$ 21,900.00) (hereinafter called the purchase price), on account of which Six Hundred and no/100 Dollars (\$ 600.00) 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: \$ 21,300.00) to the order of the seller in monthly payments of not less than Two Hundred Fifty and no/100 ----- Dollars (\$ 250.00) each,

payable on the 5th 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 9 1/2 per cent per annum from November 5, 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, (B) for investment or other business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on November 5, 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 mechanics' liens 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 \$21,900.00, 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)

**** see other side

*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-Neess Form No. 1307 or similar.

Charles D. and Bonnie J. Whittemore

3600 S. 6th

Klamath Falls, Oregon

Bruce D. Downing

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

Klamath 1st Fed
Attn: Alice Smith

NAME, ADDRESS, ZIP

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

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.

By

Recording Officer
Deputy

col 922

23208

It is hereby agreed that this contract may not be assigned without the written permission of the sellers.

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 the 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 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 thereon 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.

When the principal has been reduced to \$19,900.00 the monthly payment shall be reduced to \$195.00 per month, with interest thereon at 9 1/2% per annum. Purchaser agrees to refinance said property on or before 11-5-81 at his expense. Said monthly payments shall increase as taxes and insurance increase. Personal property shall not be removed from premises in case of default.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$21,900.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which).)

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 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.

Bruce D. Downing

Charles D. Whittemore
Bonnie J. Whittemore

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See CRS 93.0301.

STATE OF OREGON,

County of Klamath ss.

November 17, 1977.

STATE OF OREGON, County of Jamath ss.

Nov 20, 1977.

Personally appeared

and

Personally appeared the above named

Bruce D. Downing

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

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

Before me

(OFFICIAL SEAL)

[Signature]

Notary Public for Oregon

My commission expires Jan. 24, 1981

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.

Before me:

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

STATE OF OREGON,

County of Klamath ss.

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

BE IT REMEMBERED, That on this 30th day of November, 1977, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *Charles D. Whittemore and Bonnie J. Whittemore*

known to me to be the identical individuals 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.

[Signature]

Notary Public for Oregon

My Commission expires 6/30/78

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of NOVEMBER, 1977 at 1:30 o'clock P.M., and duly recorded in Vol. M77 of DEEDS on Page 23207.

FEE \$ 6.00

WM. D. MILNE, County Clerk

By *[Signature]* Deputy

FIRST CLASS
Permit No. 52
Klamath Falls, Oregon