

39915

CONTRACT--REAL ESTATE

Vol. 11 Page 23466-3

THIS CONTRACT, Made this 18th day of November 1977, between
Donald Miller and Clara Ann Miller, husband and wife,
and Charles R. Graham and Ann M. Graham, 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:
Lot 83 of CASITAS, according to the official plat thereof on file in the
office of the County Clerk of Klamath County, Oregon.

Subject, however, to the following:

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
2. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
3. Irrigation laterals and drains as shown on the plat of CASITAS.
4. Reservations and restrictions as contained in Deed recorded September 9, 1949 in Volume 234 at page 13, Deed Records of Klamath County, Oregon, from R. E. Wright et ux, to R. P. Lien, et ux, to-wit:
"Subject to rights of way for ditches...but reserving unto the grantors, their heirs and assigns as owners of the other lots in said Casitas, the perpetual right and easement to construct, operate and maintain drainage and/or irrigation ditches along and across said real property for the benefit of such other lots."

for the sum of Six Thousand and No/100ths-----Dollars (\$6,000.00)
(hereinafter called the purchase price), on account of which One Thousand Three Hundred and
Dollars (\$1,300.00) 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: \$4,700.00) to the order
of the seller in monthly payments of not less than FIFTY-EIGHT and 28/100THS-----
Dollars (\$58.28) each, or more, prepayment without penalty

payable on the 1st day of each month hereafter beginning with the month of January 1978,
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
December 1, 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 an organization or for general business or commercial purposes, or for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on 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 strip thereof; that he will keep said premises free from mechanics'
and all other liens and 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 \$ vacant 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. 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.

SELLER'S NAME AND ADDRESS		STATE OF OREGON, County of _____ I certify that the within instru- ment 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.	
BUYER'S NAME AND ADDRESS		By _____ Recording Officer Deputy	
NAME, ADDRESS, ZIP			
Until a change is requested all tax statements shall be sent to the following address: Charles R. Graham & Ann M. Graham 414 Chestnut St Mt. Shasta, CA			
NAME, ADDRESS, ZIP			

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 20 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, (3) to withdraw said deed and other documents from escrow and/or (4) 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 revert 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 or 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 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 thereon 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 \$ 6,000.00. 六千美元, 另付利息及杂费共四百元正

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party'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 or a corporation; 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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.

Donald Miller Charles R. Graham
Donald Miller Charles R. Graham
Clara Ann Miller Ann M. Graham
Clara Ann Miller Ann M. Graham

NOTE—The sentence between the symbols Ⓢ, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, } ss.
County of Klamath
November 18, 1977
Personally appeared the above named
Donald Miller,
Charles R. Graham and Ann M. Graham,
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Judy B. Putch
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 8-23-81

STATE OF OREGON, County of _____) ss.
_____, 19____
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.

Before me: _____
Notary Public for Oregon
My commission expires: _____ (SEAL)

ORS 93.635 (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 conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.999(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF WASHINGTON,
County of ASOTIN
NOVEMBER 30 1977

Personally appeared the above named
Clara Ann Miller
and acknowledged the foregoing
instrument to be her voluntary
act and deed.

C. V. McQuay
NOTARY PUBLIC FOR WASHINGTON
MY COMMISSION EXPIRES 7-19-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record at request of MOUNTAIN TITLE CO
this 5th day of DECEMBER A. D. 1977 at 10:43 o'clock A. M., and
fully recorded in Vol. M 77, of DEEDS on Page 23466
Wm D. MILNE, County Clerk
By Bernetha J. Leland

FEE \$ 6.00