

40034

CONTRACT

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A-28291

THIS CONTRACT, Made this 1 day of Dec, 1977, between DORA L. TURNER, also known as DORA L. DOCKERY, hereinafter called the first party, and CLIFFORD A. CLIFTON and WANDA CLIFTON, husband and wife, hereinafter called second party;

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party hereby agrees to purchase, the following described real estate, situate in the County of Klamath, State of Oregon, to-wit:

PARCEL 1: A parcel of land situate in Lot 9 of Section 7, Township 35 South, Range 7 East of the Willamette Meridian, more particularly described as follows: Beginning at a coast geodetic survey pin in the Northeast corner of Lot 9, Section 7, said township and range; thence South 382.14 feet to a steel pin; thence West 361 feet to a point; thence North 382.14 feet to a point; thence East 361 feet, more or less, to the point of beginning.

PARCEL 2: A parcel of land situate in Lot 9 of Section 7, Township 35 South, Range 7 East of the Willamette Meridian, more particularly described as follows: Beginning at a coast geodetic survey pin in the Northeast corner of Lot 9, Section 7, said township and range; thence West 361 feet to the true point of beginning; thence continuing West 208.5 feet; thence South 173.4 feet; thence East 208.5 feet; thence North 173.4 feet to the true point of beginning.

TOGETHER with an undivided 1/80th interest in and to the following: That portion of Section 6, Township 35 South, Range 7 East of the Willamette Meridian, described as follows: Beginning at a point on the West right-of-way line of the old Dalles-California Highway (State Highway No. 427) 10 feet Southerly along said West right-of-way line from the intersection of the South line of Lot 3, Section 6, Township 35 South, Range 7 East of the Willamette Meridian, and said West right-of-way line; said point of beginning being the Southeasterly corner of a parcel of land described in a deed recorded in Volume 343, Deed Records of Klamath County, Oregon, at page 229; thence Southerly along the said West right-of-way line a distance of 90 feet to a point; thence Westerly and parallel with the Southerly line of said Lot 3 to the Easterly shoreline of Agency Lake; thence Northerly along the said Easterly shoreline to the Southwest corner of said parcel of land described in Volume 343, Deed Records of Klamath County, Oregon, at page 229; thence Easterly along the Southerly boundary of said parcel so described to the point of beginning.

SUBJECT TO:

Rights of the Federal Government, the State of Oregon, and the general public in and to any portion of the herein described premises lying below the high water line of Agency Lake.

Rights of the public in any portion of said premises included within the limits of the right-of-way of the old Dalles-California Highway.

Reservations and restrictions contained in Land Status Report, dated November 28, 1958, recorded December 3, 1958, in Deed

Volume 307, page 197, records of Klamath County, Oregon, as follows: (a) right-of-way to Klamath County Court for Dalles-California Highway approved by F. M. Goodwin, Assistant Secretary, on May 28, 1924, subject to provisions of the Act of March 3, 1901 (31 Stat. L. 1058-1084) and Departmental regulations thereunder; and subject also to any prior, valid, existing right or adverse claim, (b) the above described property is subject to all other existing easements for public utilities, and for railroads and pipelines and for any other easements of record or rights or way of record; and there is hereby reserved any and all roads, trails, telephone lines, etc. actually constructed by the United States to maintain, operate or improve the same so long as needed or used for or by the United States (Dept. Instr., January 13, 1916, 44 L.D. 513).

Agreement, including the terms and provisions thereof, between R. C. Spink and Alice L. Spink, husband and wife, to the California Oregon Power Company, a California corporation, relative to the raising and/or lowering of the waters of Upper Klamath Lake between the elevations of 4137 feet and 4143.3 feet, dated February 27, 1924, recorded May 3, 1924, in Deed Volume 64, page 77, Deed Records of Klamath County, Oregon.

Rights of the public to ingress and egress over and across the herein described property, as disclosed by the following: Deed from John C. Siemens and Ruth E. Siemens, to J. Richard Hansen and Vada K. Hansen, dated August 25, 1964, recorded May 6, 1970, in Volume M-70, page 3599, Microfilm Records of Klamath County, Oregon; and deed from John C. Siemens and Ruth E. Siemens to John Feiling and Catharina Feiling, dated August 28, 1969, recorded October 5, 1970, in Volume M-70, page 8882, Microfilm Records of Klamath County, Oregon.

Easements, restrictions, reservations and rights-of-way of record and those apparent on the land,

for the sum of Thirty-Eight Thousand Five Hundred and No/100 Dollars (\$38,500.00), on account of which Eleven Thousand and No/100 Dollars (\$11,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the balance of Twenty-Seven Thousand Five Hundred and No/100 Dollars (\$27,500.00) to be paid to the order of first party in monthly payments in the amount of Two Hundred Fifty-Four and 95/100 Dollars (\$254.95) including interest at the rate of seven and one-half percent (7½) per annum from December 5, 1977, on the remaining balance, with the first of said monthly payments of \$254.95 to be paid on the 5th day of January, 1978, and a like payments to be paid on the 5th day of each and every month thereafter until the full remaining balance of both principal and interest is fully paid. Second party shall have the right to pay the entire remaining balance without penalty at any time after January 1, 1978.

The first party will upon execution hereof make and execute in favor of second party a good and sufficient warranty deed conveying said premises free and clear as of this date of all encumbrances, except those set out above, and will place said deed, together with the original of this contract and any other conveyances of title or security instruments required hereby in escrow with Klamath First Federal Savings & Loan Association, 540 Main Street, Klamath Falls, Oregon, with instructions to said escrow holder that when and if the second party shall have paid the balance of said purchase money and interest as hereinabove set forth, and shall have complied with all other terms and conditions of this agreement, to deliver the same to second party, subject to the usual printed conditions and provisions of the standard form of escrow instructions provided by said escrow holder.

First party shall hold second party harmless from that mortgage on the above described property executed by first party to First Federal Savings & Loan Association of Klamath Falls, Oregon, said mortgage recorded in Volume M-71, page 13438, Microfilm Records of Klamath County, Oregon.

This sale shall include the following described personal property:

Dishwasher, carpeting, stoves, riding lawn mower and drapes

The cost of the title insurance policy and initial escrow set-up fee shall be equally shared by first party and second party and second party will pay the monthly collection charges to the escrow agent. The closing costs will also be shared equally by first party and second party. This transaction shall be closed at Klamath County Title Company.

The buyer (also called second party) warrants to and covenants with the seller that the real property described in this contract is primarily for buyer's personal, family, household or agricultural purposes.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that buyer will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than full insurable value in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

The first party agrees that within thirty (30) days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to the purchase price) marketable title in and to said premises in the first party 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.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party shall have the following rights: (1) to declare this contract null and void, (2) to declare the whole unpaid 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 the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and revest in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars is \$38,500.00.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial 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 such 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.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.

In construing this contract, it is understood that the first party or the second party 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 on the date first above written.

Dora L. Turner
Dora L. Turner, also known as
Dora L. Dockery

Clifford A. Clifton
Clifford A. Clifton

Wanda Clifton
Wanda Clifton

STATE OF OREGON)
COUNTY OF KLAMATH) ss:

On this 1 day of Dec, 1977, personally appeared the above named Dora L. Turner, also known as Dora L. Dockery and acknowledged the foregoing instrument to be her voluntary act and deed. Before me.

[Signature]
Notary Public for Oregon
My Commission Expires: 8-5-79

STATE OF OREGON)
COUNTY OF KLAMATH) ss:

On this 1 day of Dec, 1977, personally appeared the above named Clifford A. Clifton and Wanda Clifton and acknowledged the foregoing instrument to be their voluntary act and deed. Before me.

[Signature]
Notary Public for Oregon
My Commission Expires: 8-5-79

SELLER'S NAME AND ADDRESS:
Dora L. Turner, also known as Dora L. Dockery
Rt. 3, Box 178
Eden, North Carolina 27288

BUYERS' NAME AND ADDRESS:
Clifford A. and Wanda Clifton
404 Lindley Drive
Antioch, California 94509

UNTIL A CHANGE IS REQUESTED ALL TAX
STATEMENTS SHALL BE SENT TO BUYERS'
AT THE ABOVE ADDRESS
STATE OF OREGON; COUNTY OF KLAMATH; ss.

AFTER RECORDING RETURN TO: KITCO

I hereby certify that the within instrument was received and filed for record on the 6th day of
December A.D., 1977 at 3:02 o'clock P.M., and duly recorded in Vol. M77,
of Deeds on Page 23632.

FEE \$12.00

WM. D. MILNE, County Clerk
By Bernetha H. Helich Deputy