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40779

CONTRACT—REAL ESTATE

Vol. 17 Page 24728

THIS CONTRACT, Made this 1st day of December, 1977, between  
Fred W. Koehler, Jr.

and Darrel D. & Maureen T. Blackmun H. & W. and Patrick K. & Judith A. Harrell,  
H. & W.

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:

Southwest ¼ of Northeast ¼ of Section 21, Township 35 South, Range 10 East  
of the Willamette Meridian. 40 acres M/L.

Subject to easements, rights of way of record, and those apparent upon the  
land.

for the sum of Seventeen Thousand Five hundred Dollars (\$17,500)  
(hereinafter called the purchase price), on account of which Five Thousand  
Dollars (\$5,000) 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: \$12,500) to the order  
of the seller in monthly payments of not less than One Hundred Fifty  
Dollars (\$150.00) each, or more

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% per cent per annum from  
Date of Contract until paid, interest to be paid concurrently and \* (in addition to  
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 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 December 1, 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 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 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 \$100,000 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 this 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.

Fred W. Koehler, Jr.  
1362 Lance Drive  
Tustin, CA 92680

SELLER'S NAME AND ADDRESS

Darrel & Maureen Blackmun  
Patrick & Judith Harrell  
3077 Taylor Way, Costa Mesa, CA 92626

BUYER'S NAME AND ADDRESS

After recording return to:

Western Bank  
P.O. Box 669  
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

Darrel D. Blackmun  
3077 Taylor Way  
Costa Mesa, CA 92626

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-  
ment was received for record on the  
day of 1978,

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 of Klamath.

Recording Officer

By Deputy

24739

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 for (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 remain 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; and 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 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.

A prior contract of sale covers this and also additional properties. Buyer assumes no responsibility or obligation for this contract.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 17,500. ~~However, the actual consideration is the value of the property or value given or promised, which is part of the~~ ~~NOTE: The sentence between the symbols ( ) If not applicable, should be deleted. See ORS 93.030.~~

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.

Fred W. Koehler, Jr. Maureen T. Blackmun  
Darrel D. Blackmun Patrick K. Harrell  
Judith A. Harrell

NOTE: The sentence between the symbols ( ) If not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, County of Clatsop, ss. 1977  
County of Clatsop, ss. 1977

Personally appeared the above named Fred W. Koehler, Jr. and Darrel D. Blackmun and acknowledged the foregoing instrument to be his voluntary act and deed.

OFFICIAL SEAL  
MARY RAPP  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY  
My Commission Expires Oct 31, 1980

Personally appeared Judith A. Harrell and Patrick K. Harrell 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 Maureen T. Blackmun, 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.

(OFFICIAL SEAL)

State of California, ss.  
County of Orange

On this the 18th day of November, 19 77, before me, Margaret L. Graden the undersigned Notary Public, personally appeared Darrel D. Blackmun and Maureen T. Blackmun

OFFICIAL SEAL  
MARGARET L. GRADEN  
NOTARY PUBLIC - CALIFORNIA  
PRINCIPAL OFFICE IN  
ORANGE COUNTY  
My Commission Expires December 2, 1979

known to me to be the person(s) whose name(s) they subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Margaret L. Graden

State of Illinois, ss.  
County of Cook

On this the 1st day of December, 19 77, before me, R. Birsas the undersigned Notary Public, personally appeared Patrick K. Harrell and Judith A. Harrell

OFFICIAL SEAL  
R. BIRSAS  
NOTARY PUBLIC  
ILLINOIS  
My Commission Expires April 25, 1981

known to me to be the person(s) whose name(s) they subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained. IN WITNESS WHEREOF, I hereunto set my hand and official seal.

R. Birsas

known to me to be the person  
to the within instrument and  
executed the same for the purpose  
IN WITNESS WHEREOF, I hereunto  
set my hand and seal of office  
this 22nd day of December 1977

On this the 22nd day of December 1977  
I, R. B. BIRSE, Notary Public,  
do hereby certify that the foregoing  
instrument was duly executed by the  
person or persons named therein.

State of Illinois  
County of Cook

R. B. BIRSE  
NOTARY PUBLIC  
COOK COUNTY, ILL.

24740

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at \_\_\_\_\_

this 22nd day of December, A. D. 1977, at 10:45 clock AM., and

fully recorded in Vol. M77, of Deeds, on Page 24738

Wm D. MILNE, County Clerk

By Bernetha H. Ketch

Fee \$9.00