

44441

THIS CONTRACT, Made this 14th day of April, 1975, between Jack Sherrell and Neva Sherrell, Husband and wife, and William F. Goss and Franklin H. Goss, 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:

LOT Numbered Ten (10), Block Ninety Five (95) Klamath Falls Forest Estates, Highway 66 Unit, Plat Number Four (4) as recorded in Klamath County State of Oregon.

for the sum of Thirty Five Hundred and No.100 Dollars (\$ 3,500.00) (hereinafter called the purchase price), on account of which Four Hundred and No.100 Dollars (\$ 400.00) 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: \$ 3,100.00) to the order of the seller in monthly payments of not less than Fifty and No.100 Dollars (\$ 50.00) each,

payable on the 10th day of each month hereafter beginning with the month of June, 1975, 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 7 per cent per annum from 4/14/75 until paid, interest to be paid 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 (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 1975 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 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 \$ in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as 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 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, 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. 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 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 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 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 on account of said 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 therein 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 \$. However, the actual consideration consists of or includes other property or value given or promised which is part of the . 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 requires the signature of a person 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.

Jack Sherrell
Neva Sherrell

*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.

NOTE: The sentence between the symbols (A) and (B), if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030, (Notarial Acknowledgment on reverse).

78 MAR 10 PM 2 11

AMOUNT RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS:

DATE	INSURANCE OR TAXES	INTEREST 7%	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE	DATE	INSURANCE OR TAXES	INTEREST	INTEREST PAID TO	PRINCIPAL	PRINCIPAL BALANCE
6-6-1975			16.08	31 93	3068 09						
6-6-75-50.00			17.90	32 15	3035 98						
7-9-75 50.00			17.72	32 28	3003 70						
8-6-75 50.00			17.53	32 48	2964 22						
9-3-75 50.00			17.34	32 71	2921 51						
10-7-75 50.00			17.11	32 89	2898 62						
11-18-75 50.00			16.93	33 07	2865 55						
12-9-75 50.00			16.72	33 28	2832 27						
1-8-76 50.00			16.53	33 47	2798 80						
2-9-76 50.00			16.33	33 67	2765 13						
3-9-76 50.00			16.15	33 89	2731 28						
4-9-76 50.00			15.94	34 06	2696 22						
5-7-76 50.00			15.76	34 24	2662 98						
6-7-76 50.00			15.53	34 47	2628 51						
7-12-76 50.00			15.35	34 65	2593 86						
8-4-76 50.00			15.14	34 81	2558 00						
9-3-76 50.00			14.93	35 07	2523 93						
10-4-76 50.00			14.73	35 27	2488 66						
11-7-76 50.00			14.52	35 48	2453 18						
12-3-76 50.00			14.31	35 69	2417 49						
1-7-77 50.00			14.10	35 90	2381 59						
2-3-77 50.00			13.88	36 10	2345 49						
3-4-77 50.00			13.68	36 32	2308 17						
4-5-77 50.00			13.47	36 53	2272 64						
5-5-77 50.00			13.26	36 74	2235 90						
6-5-77 50.00			13.05	36 95	2198 95						
7-5-77 50.00			12.85	37 15	2161 80						
8-5-77 50.00			12.61	37 39	2124 41						
9-3-77 50.00			12.39	37 61	2086 80						
10-4-77 50.00			12.18	37 82	2048 98						
11-7-77 50.00			11.97	38 05	2010 93						
12-3-77 50.00			11.73	38 27	1972 66						
1-5-78 50.00			11.70	38 70	1933 96						
2-3-78 50.00			11.28	38 92	1895 04						

CONTRACT

(FORM No. 706)

STEVENS HILL LUMBER CO., PORTLAND, ORE.

BETWEEN

Jack Sherrell and Neva Sherrell

Address

Wm. F. Goss and Franklin

Address

H. Goss

Address

Dated 4/24/1975

Lot 10

Block 95

Klamath Falls Forest

Addition Klamath Falls Forest

State of Oregon

County of Klamath

I certify that the within instru-

ment was received for record on the

10th day of March, 1978,

at 2:11 o'clock P.M., and recorded

in book M78 on page 4607 or as

filing fee number 44441, Rec-

ord of Deeds of said County.

Witness my hand and seal of

County affixed.

Wm. D. Milne

County Clerk

Title

Deputy

By Sherrell and Neva Sherrell

AFTER RECORDING RETURN TO

Fee \$6.00

William Goss
P.O. Box 161
Hells, Oregon 97122

STATE OF OREGON,

County of

Personally appeared the above named

and acknowledged the foregoing instru-

ment to be

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON, County of

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Personally appeared

and 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:

(OFFICIAL SEAL)