

44545

FORM No. 706. CONTRACT—REAL ESTATE—Monthly Payments.

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CONTRACT—REAL ESTATE

Vol. 71 Page 22273

THIS CONTRACT, Made this 23rd day of November, 1977, between Ruth Kunzman or Billy L. Matthews

and Danny Carl Beeson, 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:

Lots 9 and 13, Block 55, SECOND HOT SPRINGS ADDITION to the City of Klamath Falls, Oregon, according to the official plat on file in the office of the County Clerk of Klamath County, Oregon

This instrument is re-recorded to remove the name of Billy L. Matthews who is not in title to the herein described property, and also to show that Billy L. Matthews did not execute said document. That that portion of the notary stating that Billy L. Matthews did appear and did sign is in error, and the re-recording of this instrument will correct that portion of the contract that is in error.

Ruth Kunzman
Danny Carl Beeson

for the sum of Seventeen thousand - - - - - Dollars (\$17,000.00) (hereinafter called the purchase price), on account of which Fifteen hundred - - - - - Dollars (\$1500.00) 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: \$15,500.00) to the order of the seller in monthly payments of not less than One hundred - - - - - Dollars (\$100.00) each,

(payable on the 1st 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 8 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 prorated 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 business purposes; or (C) for both investment or business and personal, family, household or agricultural purposes.

The buyer shall be entitled to possession of said lands on November 16, 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 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 hereinafter 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 \$17,000.00 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.

IN WITNESS WHEREOF, the buyer (Continued on reverse) this 23rd day of November, 1977, at Klamath Falls, Oregon.

*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.

Ruth Kunzman
1275 Lakeshore Drive
Klamath Falls, Oregon 97601
SELLER'S NAME AND ADDRESS

Danny C. Beeson
3333 Shaata Way, #60
Klamath Falls, Oregon 97601
BUYER'S NAME AND ADDRESS

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1977, 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.

Recording Officer

By Deputy

After recording return to: TUCKER REAL ESTATE
2236 So. 6th St.
Klamath Falls, Oregon 97601

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

Danny C. Beeson
136-N. 3rd St.
Klamath Falls, Oregon 97601
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 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/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 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 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 such default all payments therefor 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 thereon or thereinto, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereinto.

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 the 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.

KIMMICH ESTATE, OREGON BAROT
3330 2100TH AVE. S.E.
BUNIA P. BROWN

KIMMICH ESTATE, OREGON BAROT

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$17,000.00.

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.

Ruth Kunzman
Danny Carl Beeson

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

STATE OF OREGON

County of Klamath

November 23, 1977

STATE OF OREGON, County of

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Personally appeared

and

Personally appeared the above named
Ruth Kunzman or Billy L. Matthews
and Danny Carl Beeson

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 their
voluntary act and deed.

Before me, *Billy Henge*
(OFFICIAL SEAL)

Notary Public for Oregon

My commission expires 11-2-81

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

Section 2 of Chapter 618, Oregon Laws 1975, provides: (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, the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby. (2) Violation of subsection (1) of this section is a Class B misdemeanor.

(DESCRIPTION CONTINUED)

** Said Fifteen hundred dollars (\$1500.00) paid by way of the issuance of a promissory note due March 1, 1978, and in the event said amount is not paid, in accordance with the terms of said promissory note, which are hereby by reference made a part hereof, that shall be considered a default in the payments giving the seller her rights as heretofore described in the event of default.

STATE OF OREGON, COUNTY OF KLAMATH

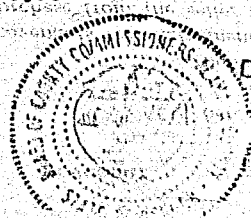
for record or response

is 1st day of December A.D. 1977 at 11:31 AM, and

OFFICE OF THE COUNTY CLERK OF KIMMICH ESTATE, OREGON BAROT

By *Bernetha D. Heloth*

Fee \$6.00



INDEXED

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 13th day of March A.D., 1978 at 4:45 o'clock P.M., and duly recorded in Vol. M78 of Deeds on Page 4781.

FEE \$6.00

WM. D. MILNE, County Clerk

By *Bernetha D. Heloth* Deputy