

TK

CONTRACT—REAL ESTATE

Vol. 118 Page 4879

44619

THIS CONTRACT, Made this 9th day of March, 1978, between
WILLIAM K. KALITAand RAYMOND W. BOYER and ROSA MAY BOYER, husband and wife, hereinafter called the seller,
and WICK, 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 11, Block 2, Tract No. 1065, IRISH BEND, in the County of Klamath, State of Oregon.

SUBJECT, however, to the following:

1. An easement created by instrument, including the terms and provisions thereof,
Dated : September 20, 1965
Recorded : October 6, 1965 Book: M-65 Page 2355 & 2356
In favor of : Pacific Power & Light Co., A Maine Corporation
For : A 20 foot wide right of way
(no exact location)

2. Restrictions, but omitting restrictions, if any, based on race, color, religion or
national origin, as shown on the recorded plat of Irish Bend.3. Covenants, easements and restrictions, but omitting restrictions, if any, based
on race, color, religion or national origin, imposed by instrument, including the
terms thereof,

(for continuation of this description, see reverse side)

for the sum of Four Thousand Five Hundred and 00/100 Dollars (\$ 4,500.00)
(hereinafter called the purchase price), on account of which Three Hundred and 00/100
Dollars (\$ 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: \$ 4,200.00) to the order
of the seller in monthly payments of not less than Fifty and 97/100
Dollars (\$ 50.97) each, or more.

payable on the 15th day of each month hereafter beginning with the month of April, 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
March 15, 1978 until paid, interest to be paid monthly and * in addition to
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 a business, or for a commercial purpose other than agricultural purposes.

The buyer shall be entitled to possession of said lands on March 15, 1978, 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 \$ 0 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 thirty 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 as 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, 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.

William K. Kalita

P.O. Box 431

Chiloquin, OR 97624

SELLER'S NAME AND ADDRESS

Raymond W. Boyer, et ux

4783 Robin Court

Fremont, CA 94538

BUYER'S NAME AND ADDRESS

After recording return to:

Winona Real Estate

P.O. Box 376

Chiloquin, OR 97624

NAME, ADDRESS, ZIP

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

Raymond W. Boyer, et ux

4783 Robin Court

Fremont, CA 94538

NAME, ADDRESS, ZIP

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.

Recording Officer

By _____ Deputy

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 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.

RECORDED BY 37230
1983 NORTH COUNTY
BURLINGTON, N. CAROLINA 27614

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 4,500.00 ^①However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) ^②

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.

Raymond W. Boyer
Raymond W. Boyer
Rosa May Boyer
Rosa May Boyer

William K. Kalita
William K. Kalita

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, CALIFORNIA, }
County of Alameda } ss.
March 9, 1978

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

Personally appeared _____

Personally appeared the above named
Raymond W. Boyer & Rosa May Boyer

_____ 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 _____

and acknowledged the foregoing instrument to be their
_____ voluntary act and deed.

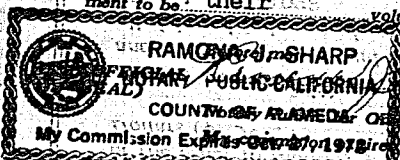
_____ a corporation,
and that the seal affixed to the foregoing instrument is the corporate seal
of said corporation and that said instrument was signed and sealed in behalf
of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: _____

(OFFICIAL
SEAL)



Section 4 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 and the parties are bound, shall be acknowledged in the manner provided for acknowledgment of deed, 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.

Recorded

(DESCRIPTION CONTINUED)

May 9, 1973 Book: M-73 Page: 5588

4. Contract, including the terms and provisions thereof,
Dated December 15, 1977
Recorded December 21, 1977 Book: M-77 Page: 24694
Vendor: Gerry W. Wolff and Cathy K. Wolff, as tenants in common
Vendee: William K. Kalita, a single man
which buyer does not assume or agree to pay and seller herein covenants that he
will hold buyer harmless therefrom.

STATE OF OREGON,

County of Klamath } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 13th day of March, 1978,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named William K. Kalita

known to me to be the identical individual described in and who executed the within instrument and
acknowledged to me that he executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year last above written.

Jand B. Kalita
Notary Public for Oregon.
My Commission expires 12-22-78

4880A

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.
this 14th day of March A. D. 1978 at 3:25 o'clock P.M., and
fully recorded in Vol. M78, of Deeds on Page 4879

Wm D. MILNE, County Clerk
By Benjamin H. Ketch
Fee \$9.00

38-14237

FORM No. 716—WARRANTY DEED (Individual or Corporate). (Grantees as Tenants by Entirety). STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR 97204

1-1-74 44620 WARRANTY DEED—TENANTS BY ENTIRETY Vol. m 18 Page 4881

KNOW ALL MEN BY THESE PRESENTS, That WILLIAM K. KALITA

hereinafter called the grantor, for the consideration hereinafter stated to the grantor paid by RAYMOND W. BOYER and ROSA MAY BOYER, husband and wife, hereinafter called the grantees, does hereby grant, bargain, sell and convey unto the grantees, as tenants by the entirety, the heirs of the survivor and their assigns, that certain real property, with the tenements, hereditaments and appurtenances thereunto belonging or appertaining, situated in the County of Klamath, State of Oregon, described as follows, to-wit:

Lot 12, Block 2, Tract No. 1065, IRISH BEND, in the County of Klamath, State of Oregon.

SUBJECT, however, to the following:

1. An easement created by instrument, including the terms and provisions thereof, Dated September 20, 1965, Recorded October 6, 1965 Book: M-65 Page: 2355 & 2356 In favor of Pacific Power & Light Co., a Maine Corporation For: A 20 foot wide right of way (no exact location)
2. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Irish Bend.
3. Covenants, easements and restrictions, but omitting restrictions, if any, based on (for continuation of this description, see reverse side) (IF SPACE INSUFFICIENT, CONTINUE DESCRIPTION ON REVERSE SIDE)

To Have and to Hold the above described and granted premises unto the said grantees, as tenants by the entirety, their heirs and assigns forever.

And grantor hereby covenants to and with grantees and the heirs of the survivor and their assigns, that grantor is lawfully seized in fee simple of the above granted premises, free from all encumbrances except as noted of record as of the date of this deed and those apparent upon the land, if any, as of the date of this deed, and that grantor will warrant and forever defend the said premises and every part and parcel thereof against the lawful claims and demands of all persons whomsoever, except those claiming under the above described encumbrances.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 4,500.00

However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). (The sentence between the symbols ©, if not applicable, should be deleted. See ORS 93.030.)

In construing this deed and where the context so requires, the singular includes the plural and all grammatical changes shall be implied to make the provisions hereof apply equally to corporations and to individuals.

In Witness Whereof, the grantor has executed this instrument this 13th day of March, 19 78; if a corporate grantor, it has caused its name to be signed and seal affixed by its officers, duly authorized thereto by order of its board of directors.

(If executed by a corporation, affix corporate seal)

STATE OF OREGON,) ss.
County of Klamath)
March 13, 19 78

Personally appeared the above named William K. Kalita

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me: James B. Kalita
(OFFICIAL SEAL) Notary Public for Oregon
My commission expires 12-22-78

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

William K. Kalita
P.O. Box 431
Chiloquin, OR 97624
GRANTOR'S NAME AND ADDRESS

Raymond W. & Rosa Mae Boyer
4783 Robin Court
Fremont, CA 94538
GRANTEE'S NAME AND ADDRESS

After recording return to:
Raymond W. & Rosa Mae Boyer
4783 Robin Court
Fremont, CA 94538
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
Raymond W. & Rosa Mae Boyer
4783 Robin Court
Fremont, CA 94538
NAME, ADDRESS, ZIP

STATE OF OREGON,) ss.
County of _____)
I certify that the within instrument 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.

By _____ Recording Officer
_____ Deputy

