

45907

CONTRACT—REAL ESTATE

Vol. 78 Page 6680

THIS CONTRACT, Made this 1st day of April, 1978, between  
 ROBERT L. HOOKER and DOREEN ROSEMARY HOOKER, husband and wife,  
 hereinafter called the seller,  
 and DAVID M. MONSCHIEIN and SALLY MONSCHIEIN, husband and wife,  
 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:  
 The N-SE-1/4 Section 24, Township 35 South, Range 9 East of the Willa-  
 mette Meridian, Klamath County, Oregon.

Subject to reservations and restrictions of record, and easements and  
 rights of way of record and those apparent on the land.

ROBERT L. HOOKER and DOREEN ROSEMARY HOOKER  
 SELLERS

DAVID M. MONSCHIEIN and SALLY MONSCHIEIN  
 BUYERS

for the sum of Twenty-one Thousand and no/100 ----- Dollars (\$21,000.00)  
 (hereinafter called the purchase price), of account of which ----- Six Thousand and no/100 -----  
 Dollars (\$6,000.00) 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: \$15,000.00) to the order  
 of the seller in monthly payments of not less than ----- One Hundred Ninety and no/100 -----  
 Dollars (\$190.00) each,

payable on the 1st 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  
 date hereof until paid, interest to be paid monthly and being included in  
 the minimum monthly payments above required. The entire deferred balance, principal  
 and interest, shall be paid in full on or before March 31, 1983.

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.

The buyer shall be entitled to possession of said lands on date hereof 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 encumbrances  
 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 full insurable value 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 a 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 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.

(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.

ROBERT L. HOOKER and DOREEN R.  
 HOOKER  
 6632 E. Centralia St. Lakewood, CA. 90713  
 SELLER'S NAME AND ADDRESS  
 DAVID M. MONSCHIEIN and SALLY  
 MONSCHIEIN  
 BUYER'S NAME AND ADDRESS

After recording return to:

SEE BELOW

NAME, ADDRESS, ZIP

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

DAVID M. MONSCHIEIN and SALLY MONSCHIEIN  
 RT. 1 Box 13 A  
 Bonanza, OR 97623  
 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.

By \_\_\_\_\_ Recording Officer  
 Deputy

0021

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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 20 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, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interests above described and all other rights acquired by the buyer hereunder shall utterly cease and the 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 hereafter, 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 Buyer shall pay all future taxes on said property, and shall send to Seller at Seller's last-known address, receipt for said taxes, within thirty days of paying such taxes.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 21,000.00.

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the losing party further promises to pay such sum as the appellate court shall adjudge reasonable as the prevailing party's attorney's fees on such appeal.

In continuing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; that if the contract 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, and that generally all grammatical changes in this agreement shall bind and inure to the benefit of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; 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.

*David M. Monschein* 4/6/78  
*Sally A. Monschein* 4/6/78

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

STATE OF OREGON,

County of Klamath } ss.

APRIL 6, 1978

Personally appeared the above named

DAVID M. MONSCHIN AND SALLY

MONSCHIN

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

Before me

(OFFICIAL SEAL)  
 PUBLIC

Notary Public for Oregon

My commission expires 3-21-81

STATE OF OREGON, County of \_\_\_\_\_ ss.

Personally appeared \_\_\_\_\_ and \_\_\_\_\_

each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, president and that the latter is the secretary of \_\_\_\_\_

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.

Notary Public for Oregon  
 My commission expires: \_\_\_\_\_

(SEAL)

ORS 93.635 (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 deeds, by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.635 (3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

X *Robert L. Hooker*  
 X *Doreen Rosemary Hooker*

STATE OF CALIFORNIA

County of Los Angeles

March 30, 1978

Personally appeared the above named.....

Robert L. Hooker and Doreen Rosemary Hooker

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

Before me:

(OFFICIAL SEAL)

Notary Public for California

My commission expires April 3, 1981.

STATE OF OREGON, )  
 County of Klamath )

Filed for record at request of

Mountain Title Co.

On this 6th day of April A.D. 1978  
 at 4:04 o'clock P.M. and duly

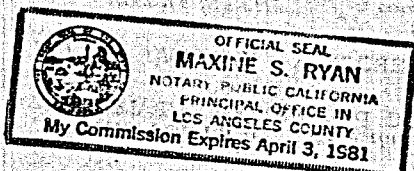
recorded in Vol. H78 of Deeds

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Kim D. MILNE, County Clerk

By *Sandra X. Smith* Deputy

Fee \$6.00



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