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MTC 6371-M  
LAND SALE CONTRACTVol. <sup>m</sup>78 Page 5488

THIS CONTRACT, made and entered into this 27th day of April, 1978, by and between ARTHUR J. HOOD, hereinafter called the Seller, and WILLIAM A. DOWN and SUZANNE L. DOWN, husband and wife, hereinafter called the Buyers.

## W I T N E S S E T H:

1. Seller agrees to sell to Buyers and Buyers agree to purchase from Seller all of the following described real property situate in Klamath County, State of Oregon, to-wit:

PARCEL 1 The Easterly 75 feet of Lot 1, Block 26, HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof, on file in the office of the County Clerk of Klamath County, Oregon.

## SUBJECT TO:

1. City Lien in favor of the City of Klamath Falls.  
Improvement Unit: #247 Card #59  
Original Amount: \$897.44  
Unpaid Balance: \$583.35  
Docketed: November 15, 1974  
Against the name of: Arthur J. Hood
2. Sewer use charges, if any, due to the City of Klamath Falls.

PARCEL 2 The Easterly 75 feet of Lot 2, Block 26, HILLSIDE ADDITION to the City of Klamath Falls, according to the official plat thereof, on file in the office of the County Clerk of Klamath County, Oregon.

## SUBJECT TO:

1. City Lien in favor of the City of Klamath Falls.  
Improvement Unit: #247  
Original Amount: \$897.44  
Unpaid Balance: \$628.22  
Docketed: November 15, 1974  
Under Name of: Hayden, Timothy O.
2. A sewer line easement as disclosed by Deed recorded January 18, 1972 in Volume M72, page 600, Microfilm Records of Klamath County, Oregon, to-wit: "An easement in favor of the remaining portion of Lot 2, Block 26, Hillside Addition for a sewer line running across the property herein conveyed, said easement being limited to the present location of said sewer line."
3. Sewer use charges, if any, due to the City of Klamath Falls.

TOGETHER WITH: Gas range

for the sum of SEVENTEEN THOUSAND DOLLARS (\$17,000.00) said sum being the true and actual consideration to be paid for this land sale transaction.

UNTIL A CHANGE IS REQUESTED,  
ALL TAX STATEMENTS SHALL BE  
SENT TO THE FOLLOWING ADDRESS:  
*And return to after recording:*

William & Suzanne Down  
1211 Crescent Avenue  
Klamath Falls, Oregon 97601

2. TERMS

a. Down Payment. Buyers shall pay Seller the sum of TWO THOUSAND SEVEN HUNDRED AND FIFTY DOLLARS (\$2,750.00) as down payment upon the date of execution of this Contract.

b. Installments. The balance of FOURTEEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$14,250.00) is to be paid in monthly installments of \$148.80 each, including interest at the rate of 9½ % per annum on the unpaid balances, the first of such installments to be paid on or before June 3, 1978, with a like payment to be paid on or before the 3rd day of each month thereafter until the entire purchase price, including both principal and interest, is paid in full.

c. Acceleration. Buyers may at any time pay off the entire balance of the purchase price remaining due together with interest due thereon to the date of payment.

d. Collection Agent. Buyers agree to make all said payments through Mountain Title Company, 407 Main Street, Klamath Falls, Oregon 97601 until directed otherwise by Seller.

e. Possession. Buyers shall be entitled to possession of the property at and after the time of execution of this Contract.

3. EXISTING ENCUMBRANCE Parcel 1 is presently subject to an encumbrance, to-wit:

Trust deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such further advances as may be provided therein.

Dated: December 30, 1977

Recorded: December 30, 1977

Volume: M77, page 25180, Microfilm records of Klamath County, Oregon

Amount: \$6,600.00

Grantor: Arthur J. Hood, an unmarried man

Trustee: William L. Sizemore

Beneficiary: Margaret Bailie and Erik Carlson, each as to an undivided ½ interest.

Seller covenants that Seller will make all payments thereunder when due and will obey all the terms of such instrument. If Seller should receive notice of breach of any of the terms of

1 such instrument, Seller shall immediately forward a copy of said  
2 notice to Buyers.

3 In the event Seller fails to make any payment required by  
4 such instrument, Buyers, at Buyers' option, may make any or all  
5 of the payments payable to Seller hereunder directly to \_\_\_\_\_  
6 CERTIFIED MORTGAGE CO., K. Falls until such obligation is satisfied.

7 Such payments shall be credited on the balance of the purchase  
8 price hereunder as though paid directly to Seller. Seller  
9 agrees to establish an arrangement with his collection agent,  
10 Mountain Title Company, whereby the amount of the payment due  
11 each calendar month on the Trust Deed will be deducted by  
12 Mountain Title from the installment paid by the Buyers in the  
13 same calendar month per this Contract, the amount deducted to be  
14 forwarded to the designated payee under the Trust Deed.

15 4. TITLE INSURANCE Seller covenants that Seller is the  
16 owner of good and marketable title to the property free of all  
17 liens and encumbrances, except as hereinabove mentioned in this  
18 Contract. Seller agrees to furnish at Seller's expense a  
19 purchaser's title insurance policy in the amount of SEVENTEEN  
20 THOUSAND DOLLARS (\$17,000.00) within 15 days from the date  
21 of the execution of this Contract, insuring Buyers against loss  
22 or damage sustained by Buyers by reason of the unmarketability  
23 of Seller's title, or liens or encumbrances thereon, excepting  
24 matters contained in the usual printed exceptions in such title  
25 insurance policies and the exceptions and encumbrances herein-  
26 above mentioned in this Contract.

27 5. DEED Upon payment of the total purchase price for  
28 the property as provided herein, and performance by Buyers of all  
29 other terms, conditions and provisions hereof, Seller shall  
30 forthwith deliver to Buyers a good and sufficient warranty deed  
31 conveying the property free and clear of all liens and encum-  
32 brances, excepting those placed upon the property by Buyers or

1 suffered by Buyers subsequent to the date of this Contract and  
2 excepting those exceptions hereinabove mentioned in Paragraph 1  
3 of this Contract.

4       6. TAXES - ASSESSMENTS All taxes levied against the  
5 property for the current tax year shall be prorated between  
6 Seller and Buyers as of April 27, 1978. Buyers agree  
7 to pay when due the installment obligations on the city improve-  
8 ment liens hereinabove mentioned in Paragraph 1 of this Contract.  
9 Buyers agree to pay when due all taxes and assessments which are  
10 hereafter levied against the property, but may elect to pay taxes  
11 and assessments in accordance with any available installment  
12 method. If Buyers object in good faith to the validity or amount  
13 of any such tax or assessment, Buyers, at their sole expense,  
14 may contest the validity or amount of the tax or assessment.  
15 Buyers shall otherwise keep the property free from all public,  
16 municipal and statutory liens which may be hereafter lawfully  
17 imposed upon the property.

18       7. MAINTENANCE AND CASUALTY INSURANCE Commencing with  
19 the possession date and thereafter at all times during the term  
20 of this Contract, Buyers shall with respect to the property do  
21 the following:

22       a. Maintenance. Keep and maintain all of the buildings,  
23 the other improvements and the landscaping which are now  
24 existing or which shall hereafter be placed on the property in  
25 good condition and repair and not permit any waste or removal  
26 thereof.

27       Any alterations shall be completed in a workmanlike manner  
28 and within a reasonable time.

29       b. Legal Requirements. Promptly comply with all laws,  
30 ordinances, regulations, directions, rules and requirements of  
31 all governmental authorities applicable to the use or occupancy  
32 of the property, and in this connection promptly make all

1 required repairs, alterations and additions.

2 c. Casualty Insurance. Keep all improvements now existing  
3 or which shall hereafter be placed on the property insured  
4 against fire and other casualties covered by a standard policy  
5 of fire insurance with extended coverage endorsements. The  
6 policy shall be written to the (actual cash value) (~~full-replace-~~  
7 ~~ment-value~~) with loss payable to Seller, the beneficiaries under  
8 the hereinabove mentioned Trust Deed, and Buyers as their  
9 respective interests may appear, said policy or policies of  
10 insurance to be held by Seller. In the event of loss Buyers  
11 shall give immediate notice to Seller. Seller may make proof of  
12 loss if Buyers fail to do so within 15 days of the casualty.  
13 Buyers shall not be required to reimburse Seller for the balance  
14 of any existing casualty coverage on the property.

15 8. CONDITION OF PROPERTY Buyers have made an independent  
16 investigation and inspection of the premises herein described  
17 and have entered into this Contract without relying on any  
18 statement or representation or covenant not specifically embodied  
19 in this Contract and accept the property "as is" and require no  
20 work of any kind to be done to said property by the Seller.

21 9. DEFAULT BY BUYER It is understood and agreed between  
22 the parties that time is of the essence of this Contract and in  
23 case the Buyers fail to make the payments hereinabove required,  
24 or any of them, within sixty (60) days of the time limited  
25 therefor, or fail to keep any other agreement herein contained,  
26 then the Seller, at his option, shall have the right to:

- 27 a. Declare the entire balance of the purchase price and  
28 interest immediately due and payable;  
29 b. Foreclose this Contract by strict foreclosure in equity;  
30 c. Specifically enforce the terms of this Contract by  
31 suit in equity;  
32 d. Declare this Contract null and void as of the date of

1 the breach and retain as liquidated damages the amount of the  
2 payments previously made hereunder. In such event, all of the  
3 right, title and interest of Buyers to the property shall revert  
4 to and be vested in Seller without any any act of re-entry or  
5 without any other act by Seller to be performed, and Buyers agree  
6 to so surrender the property. Seller may at his option treat  
7 Buyers as tenants holding over unlawfully after the expiration  
8 of a lease and Buyers may be ousted and removed as such.

9 The remedies provided hereinabove shall be nonexclusive and  
10 in addition to any other remedies provided by law.

11 10. NOTICE: Any notice under this Contract shall be in  
12 writing and shall be effective when actually delivered or when  
13 deposited in the mail, registered or certified, addressed to the  
14 party to be notified at the address stated in this Contract or  
15 such other address as any party may designate by written notice  
16 to the other.

17 Seller's Address is:

1503 Delta Street  
Klamath Falls, Oregon 97601

18  
19 Buyers' Address is:

1211 Crescent Avenue  
Klamath Falls, Oregon 97601

20  
21 11. WAIVER Failure of any party at any time to require  
22 performance of any provision of this Contract shall not limit  
23 the right of said party to enforce the provision, nor shall any  
24 waiver by any party of any breach of any provision be a waiver  
25 of any succeeding breach of that provision or a waiver of that  
26 provision itself or any other provision.

27 12. COSTS AND ATTORNEY FEES In the event suit or action  
28 is instituted to enforce any of the terms of this Contract, the  
29 prevailing party shall be entitled to recover from the other  
30 party such sum as the court may adjudge reasonable as attorneys'  
31 fees at trial or on appeal of such suit or action, in addition  
32 to all other sums provided by law.



13. SUCCESSOR INTERESTS This Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns.

14. CONSTRUCTION As used herein the singular shall include the plural, and the plural the singular. The masculine and neuter shall each include the masculine, feminine and neuter, as the context requires. All captions used herein are intended solely for convenience of reference and shall in no way limit any of the provisions of this contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed in duplicate as of the day and year first above written.

Arthur J. Hood  
ARTHUR J. HOOD, Seller

William A. Down  
WILLIAM A. DOWN, Buyer

Suzanne L. Down  
SUZANNE L. DOWN, Buyer

STATE OF OREGON )  
County of Klamath ) ss.

On April 27, 1978 personally appeared before me ARTHUR J. HOOD, who acknowledged execution of the foregoing Land Sale Contract to be his voluntary act and deed.

Judy Blubow  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8-23-81

STATE OF OREGON )  
County of Klamath ) ss.

On April 27, 1978 personally appeared before me WILLIAM A. DOWN and SUZANNE L. DOWN, husband and wife, then and there acknowledging the execution of the foregoing Land Sale Contract to be their voluntary act and deed.

Judy Blubow  
NOTARY PUBLIC FOR OREGON  
My Commission Expires: 8-23-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 28th day of April A.D., 19 78 at 1:33 o'clock F M., and duly recorded in Vol. M78 of Deeds on Page 8488.

FEE \$21.00

WM. D. MILNE, County Clerk  
By Bernice P. Retick Deputy