

47705 CONTRACT—REAL ESTATE Vol. 78 Page 9299

THIS CONTRACT Made this 27 day of April, 1978, Between Gerald George Garcia

and Darrell Blackwell and Patricia Blackwell, husband and wife, hereinafter called the seller, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

A portion of the NE $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 11, Township 35 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the Northeast corner of the SW $\frac{1}{4}$  of Section 11; thence Southerly 549.88 feet along the East boundary of the said SW $\frac{1}{4}$  to the North right of way line of the Chiloquin-Sprague River Highway; thence Northwesterly along the said right of way line 855.0 feet to the North boundary of the said SW $\frac{1}{4}$ ; thence Easterly along the said North boundary, 654.73 feet to the point of beginning.

ALSO the NE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 19, Township 36 South, Range 13 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Subject, however, to the following:

1. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.

(For continuation of this legal description, see reverse side of this document) Fourteen thousand and no/100-----Dollars (\$14,000.00) for the sum of

(hereinafter called the purchase price), on account of which Three thousand and no/100-----Dollars (\$3,000.00) 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: \$11,000.00) to the order of the seller in monthly payments of not less than One hundred thirty-six and 39/100-----Dollars (\$136.39) each, or more, not than 20% shall be paid in any given year until January 1, 1983 then the total amount may be paid without penalty payable on the 1st day of each month hereafter beginning with the month of June, 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 April 27, 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 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, and mobile home

(B) for an organization or other purpose, other than agricultural purposes. The buyer shall be entitled to possession of said lands on close of escrow 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 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 full insurable value 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 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 taxes, 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.

(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.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

NAME, ADDRESS, ZIP

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

1819 Dodge  
Klamath Falls Ore 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1978,

at \_\_\_\_\_ o'clock M., and recorded in book \_\_\_\_\_ on page \_\_\_\_\_ or as file/real 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 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 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 of return, reclamation or compensation for moneys paid on account of the purchase of said property at 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.

Mobile Home:

Year: 1960

Make: TRVLT

Serial No. : FW417860

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$14,000.00. ~~However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which)-4~~

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 construing this contract, it is understood that the seller or the buyer may be more than one person or a corporation; 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.

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.

*Darrell Blackwell*  
Darrell Blackwell

*Patricia Blackwell*  
Patricia Blackwell

*Gerald George Garcia*  
Gerald George Garcia

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

STATE OF OREGON,

County of Klamath ss.

April 28, 1978

Personally appeared the above named Darrell Blackwell and Patricia Blackwell, husband and wife,

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

(OFFICIAL SEAL)

Before me *Donna K. Rick*  
DONNA K. RICK  
NOTARY PUBLIC-OREGON

My Commission Expires 11/21/79

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

Personally appeared \_\_\_\_\_, 19\_\_\_\_,

\_\_\_\_\_ 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:

(SEAL)

Notary Public for Oregon

My commission expires:

STATE OF OREGON

County of Klamath ss.

BE IT REMEMBERED, That on this 27 day of April, 1978,

before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Gerald George Garcia

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.

*Donna K. Rick*  
DONNA K. RICK  
NOTARY PUBLIC-OREGON

My Commission Expires 11/21/79

Oregon, California

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

2. An easement created by instrument, including the terms and provisions thereof,

Dated : February 25, 1960

Recorded : February 25, 1960

In favor of : Pacific Gas Transmission Co.

For : Pipelines.

Notice of location of said right of way recorded September 18, 1961 in Book 332 at page 617, Deed Records.

It is expressly understood and agreed by and between the parties hereto that if any monthly payment is late ten (10) days, a late charge of \$1.00 per day may be added to the contract balance upon written request of the sellers. It is further understood and agreed by and between the parties hereto that buyers herein cannot pay more than 20% on the contract balance in any one year until January 1, 1983, at which time there shall be no pre-payment penalty.



9301

STATE OF OREGON; COUNTY OF KUMMATH; ss.  
Transamerica Title Co.  
called for record at request of A. D. 1978 at 10:30 clock A.M., on  
8th day of May 1978 of Books 102499 on Page 92499  
WED. WINE. County Clk  
 duly recorded in Vol. 178 of Books 102499  
By Elizabeth H. Ward

Fee \$9.00