

1-1-74

48277

CONTRACT—REAL ESTATE

Vol. 78 Page 10129

THIS CONTRACT, Made this 6th day of January, 1975, between  
Jimmie R. Conner and Suzanne Conner, husband and wife

and Tommie E. Hamrick and Joyce L. Hamrick, 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:  
 From the Southeast corner of Section 28, Township 35 South, Range 7 East of the Willamette Meridian, South 89° 43' West 501.6 feet to an iron pin, the point of beginning; thence North 8° 41' West 612.87 feet to an iron pin on the Southerly boundary of that certain parcel of land described in Deed Volume 317 at page 366; thence South 89° 43' West along the Southerly boundary of said parcel 120 feet to an iron pin on the Easterly boundary of the Dallas-California Highway; thence South 8° 41' East 612.87 feet to an iron pin; thence South 89° 49' East 120 feet to the point of beginning.

ALSO  
 From the Southeast corner of Section 28, Township 35 South, Range 7 East of the Willamette Meridian; South 89° 43' West 501.6 feet to an iron pin, the point of beginning; thence North 8° 41' West 612.87 feet to an iron pin on the Southerly boundary of that parcel of land described in Deed Volume 317 at page 366; thence East along said parcel 130 feet to an iron pin; thence South 89° 43' West 609.41 feet to an iron pin; thence South 89° 43' West 65 feet to the point of beginning.

Subject, however, to the following:  
 1. The rights of the public in and to that portion of the above property lying within the limits of streets or highways.

2. An easement created by instrument, including the terms and provisions thereof, dated May 17, 1960, recorded May 19, 1960 in Book 321 at page 307, Deed Records, in favor of the California Oregon Power Company, a (For continuation of this Contract see reverse side of this document)

for the sum of Ninety-One Thousand Five Hundred and No/100ths Dollars (\$91,500.00).

(hereinafter called the purchase price), on account of which Twenty-Six Thousand Five Hundred and No/100ths Dollars (\$26,500.00) 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: \$65,000.00) to the order of the seller in monthly payments of not less than Six Hundred Fifty and No/100ths Dollars (\$650.00) each or more, but no prepayment of this Contract

prior to January 6, 1980;

payable on the 2nd day of each month hereafter beginning with the month of February, 1975, 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 6% per cent per annum from

January 2, 1975 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 or (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on January 2, 1975, 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

not less than \$40,000.00 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, 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:

U.S. NAT'L BANK OF OR  
P.O. Box 377  
CHASCO, OR 97624

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of CLATSOP ss.

I certify that the within instrument was received for record on the day of January, 1975, at 10 o'clock M., and recorded in book 10129 on page 10129 or as file/reel number 10129.

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer  
[Signature] 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 revert 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 91,500.00  
 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.

*Jimmie R. Conner*  
 JIMMIE R. CONNER  
*Suzanne Conner*  
 SUZANNE CONNER  
*Tommie E. Hamrick*  
 TOMMIE E. HAMRICK  
*Joyce L. Hamrick*  
 JOYCE L. HAMRICK

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

STATE OF OREGON, } ss.  
 County of Klamath }  
 January 6, 1975

Personally appeared the above named  
 Jimmie R. Conner, Suzanne Conner,  
 Tommie E. Hamrick and Joyce L.  
 Hamrick, and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: *William B. Doan*  
 (OFFICIAL SEAL) Notary Public for Oregon 7-17-78  
 My commission expires *7-17-78*  
 Notary Public for Oregon  
 My commission expires:

(DESCRIPTION CONTINUED)

California corporation for right of way over subject property.  
 3. Mortgage, including the terms and provisions thereof, dated December 1, 1973, recorded March 11, 1974 in Book M-74 at page 3267, Microfilm Records, given to secure the payment of \$25,062.27, with interest thereon and such future advances as may be provided therein, executed by Jimmie R. Conner and Suzanne Conner, husband and wife, to James E. Rogers and Cora B. Rogers, husband and wife, which Vendees do not assume and agree to pay and Vendors covenant that they will fully pay and perform said Mortgage prior to the time Vendees have paid and performed this Contract, and that they will hold them harmless therefrom.  
 It is further agreed between the parties hereto that Vendees cannot prepay this Contract prior to January 6, 1980.  
 It is further agreed between the parties hereto that Vendees agree to name James E. Rogers and Cora B. Rogers, husband and wife, as loss payee up to \$5,000.  
 The parties understand and agree that there is approximately \$7,700.00 owed to Nationwide Financial Services, 10515 S. E. Cherry Blossom Drive, Portland, Oregon 97216 on the 1973 Flamingo 65x12 Mobile Home, Serial Number 118-4663 as of the date of this Contract. Buyers may at their option pay off said balance at any time and said mobile home shall be released as security for the purchase price herein and the documents pertaining to said mobile home shall be release by the escrow holder to Buyers.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 15th day of MAY A.D., 1978 at 4:07 o'clock P M., and duly recorded in Vol. M78 of DEEDS on Page 10129.

FEE \$ 6.00

WM. D. MILNE, County Clerk  
 By *Lazelle Drazel* Deputy