18071

TWO RIVERS NORTH

CONTRACT FOR THE SALE OF REAL ESTATE

Warranty of Possession:
Buyer shall be entitled to possession of said premises on the date of this contract and shall have the right to remain in possession so long as Buyer shall not default under the terms of this contract.

Buyer's Inspection:
Buyer has purchased the property solely upon Buyer's own personal inspection and in its present actual condition and has not relied upon any warranties or representations made by the Seller, or by any agent of the Seller.

Warranty of Title:
Seller warrants and represents to Buyer that Seller owns the property in fee simple free from all encumbrances except subject to restrictions in the patent from the United States Government and the State of Oregon, restrictions in the dedication of the plat, the regulations and rules of Klamath County, and restrictions of record in the official files of the County Clerk of Klamath County.

Payment of Seller's Liens:
Seller warrants that Seller will make all payments on any contracts, mortgages, liens, judgments or other encumbrances outstanding which Seller has incurred during or prior to this contract as the same fall due except this years real property taxes if this agreement is made after June 30th and before November 15th. Buyer agrees to Purchase Subject to that current years taxes.

Payment of Taxes and Other Liens:
Buyer shall pay all liens which Buyer permits or which may be lawfully imposed upon the property promptly and before the same or any part thereof become delinquent. In the event Buyer shall allow the taxes or other assessments upon the property to become delinquent or shall fail to pay any lien or liens imposed or permitted upon the property as they become due, the Seller without obligation to do so, shall have the right to pay the amount due and to add said amounts to the contract balance, to bear interest at the rate provided herein.

Removal of Improvements:
No improvements shall be removed from the premises before this contract is paid in full.

Use of Property:
Buyer agrees not to use or permit the use of the property, real or personal, described in this contract and to maintain the property in good condition.

Seller warrants and represents to Buyer that Seller has obtained preliminary subsurface sewage disposal approval. Seller further warrants to Buyer that if during the first year after this purchase Buyer cannot obtain an individual approval on said lot Seller will make full refund of all monies to Buyer.

Buyer's Deed:
When Buyer pays and performs this contract in full, Seller shall give to Buyer, or Buyer's heirs or assigns, a good and sufficient warranty deed conveying good and merchantable title in fee simple, free and clear of encumbrances except subject to restrictions in the patent from the United States Government and the State of Oregon, restrictions in the dedication of the plat, the regulations and rules of Klamath County, and restrictions of record in the official files of the County Clerk of Klamath County, and subject to the rights of the Buyer or Buyer's heirs or assigns and subject to a mortgage and lien upon the property described herein given to the Seller to secure the payment of the purchase price with interest.

Seller's Remedies:
Time is of the essence of this contract and Buyer agrees to promptly make all payments when due and to fully and promptly perform all other obligations of this contract. In the event of default by the Buyer upon any of the terms and conditions contained herein and after 30 days written notice of default by Seller:

(1) Seller may declare this contract terminated and at an end and upon such termination, all of Buyer's right, title and interest in and to the described property shall immediately cease. Seller shall be entitled to the immediate possession of the described property; may forcibly enter and take possession of said property removing Buyer and his effects and all improvements thereto made by Buyer to Seller and all improvements or fixtures placed on the described property shall be retained by the Seller as liquidated damages, or in the alternative, Seller shall be entitled to the immediate possession of said property removing Buyer and his effects and all payments theretofore made by Buyer to Seller and all improvements or fixtures placed on the described real property shall be retained by the Seller as liquidated damages. Such right to possession in the Seller shall not be deemed inconsistent with the suit for strict foreclosure but shall be in furtherance thereof, and in the event Buyer shall refuse to deliver possession upon the filing of such suit, Buyer, by the execution of this contract, consents to the entry of an interlocutory order granting possession of the premises to the Seller immediately upon the filing of any suit for strict foreclosure, without the necessity of the Seller posting a bond or having a receiver appointed, or in the alternative,

(2) Seller may, at his option, declare the entire unpaid principal balance of the purchase price with interest thereon at once due and payable, and foreclose this contract by strict foreclosure in equity, and upon the filing of such suit all of the Buyer's right, title and interest in and to the above-described property shall immediately cease, Seller shall be entitled to the immediate possession of said property, may forcibly enter and take possession of said property removing Buyer and his effects and all payments theretofore made by Buyer to Seller and all improvements or fixtures placed on the described real property shall be retained by the Seller as liquidated damages. Such right to possession in the Seller shall not be deemed inconsistent with the suit for strict foreclosure but shall be in furtherance thereof, and in the event Buyer shall refuse to deliver possession upon the filing of such suit, Buyer, by the execution of this contract, consents to the entry of an interlocutory order granting possession of the premises to the Seller immediately upon the filing of any suit for strict foreclosure, without the necessity of the Seller posting a bond or having a receiver appointed, or in the alternative,

(3) Seller shall have the right to declare the entire unpaid principal balance of the purchase price with interest thereon at once due and payable, and in such event, Seller may either bring an action at law for the balance due, thereby waiving the security, or in the alternative, may file suit in equity for such unpaid balance of principal and interest and have the property sold at public sale with the proceeds thereof applied to the court costs of such suits, attorney's fees, and the balance due Seller, and may recover a deficiency judgment against the Buyer for any unpaid balance remaining on this contract.

(4) In addition to the aforementioned remedies, Seller shall have any and all other remedies under the law.

Payment of Court Cost:
If suit or action is instituted to enforce any of this contract, the prevailing party shall be entitled to such sums as the court may adjudge to be reasonable as attorney's fees to said suit or action in any court including any appellate court in addition to costs and disbursements allowed by statute. Prevailing party shall also recover cost of title report.

Waiver of Breach of Contract:
The parties agree that no waiver by either party of any breach of any provision of this contract shall in no way affect the rights of either party hereunder with respect to any subsequent breach of any such provision.

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 16th day of August A.D., 19 78 at 11:33 o'clock A M., and duly recorded in Vol. M78, of Deeds on Page 18071.

FEE $6.00

WM. D. MILNE, County Clerk

By Bernetha Shetsch Deputy