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53746

CONTRACT—REAL ESTATE

Vol. 78 Page 18416

THIS CONTRACT, Made this 24 day of July, 1978, between WILLIAMSON RIVER ASSOCIATES, a limited partnership; FRED W. KOEHLER, JR. and ALEX D. KRENTTEL, general partners, hereinafter called the seller, and JAY W. SHANOR, II and BETH E. SHANOR, husband and wife, and KIT CARTER and NANCY L. CARTER, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

See attached description marked Exhibit "A" and by this reference made a part hereof.

*The buyers shall be given title not as tenants in common but each husband and wife to have the right of survivorship with the other husband and wife.

for the sum of Twenty-five Thousand Five Hundred and 00/100----- Dollars (\$ 25,500.00) (hereinafter called the purchase price) on account of which Four Thousand and 00/100----- Dollars (\$ 4,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: in monthly installments of \$200.00, or more, including interest at the rate of 8% per annum on the declining balance. Interest to start July 20, 1978 with the first payment due and payable August 20, 1978.

It is agreed that once the unpaid balance has been reduced to \$10,000.00 the seller shall give the buyer, at the buyer's option, a bargain and sale deed for a parcel consisting of up to twenty acres located on a border of the above described property.

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,

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

All of said purchase price may be paid at any time; all delinquent balances of said purchase price shall bear interest at the rate of 8 percent per annum from July 20, 1978 until paid, interest to be paid monthly and being included in the minimum regular 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 shall be entitled to possession of said lands on July 20, 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

not less than 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, taxes, water rents, or charges or to protect 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 thirty 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-Neess Form No. 1304 or similar, unless the contract will become a first lien to finance the purchase of a dwelling in which event use Stevens-Neess Form No. 1307 or similar.

Williamson River Associates

STATE OF OREGON,

SELLER'S NAME AND ADDRESS

Jay W. Shanor, II, et ux Kit Carter, et ux
P.O. Box 556
Chiloquin, OR 97624

BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate
P.O. Box 376
Chiloquin, OR 97624

NAME, ADDRESS, ZIP

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

Jay W. Shanor, II, et ux Kit Carter, et ux
P.O. Box 556
Chiloquin, OR 97624

NAME, ADDRESS, ZIP

SPACE RESERVED
FOR
RECORDER'S USE

County of

I certify that the within instrument 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.

Recording Officer

By Deputy

JSTJ

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 (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 revest in said seller without any act 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 above described, 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 such breach or of any such provision, or as a waiver of the provision itself.

CHITTOOT, ON 23578

1700 BOX 220

23578 M. SHANON, II OF 23578 CHITTOOT, OREGON

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$25,500.00

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 be construed as plural, and the plural as singular, the masculine and the neuter, and that generally all grammatical changes shall be made as may be required to give effect to the intent and purpose of the parties.

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.

Jay W. Shanon, II, Nancy L. Carter, Fred W. Koehler, Jr., Beth E. Shanon, and William River Assoc.

NOTE-The sentence between the symbols @, if not applicable, should be deleted: See ORS 93.030.

STATE OF OREGON, County of Clatsop, July 24, 1978

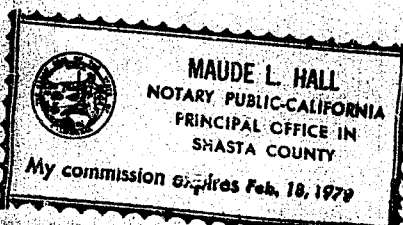
Personally appeared Jay W. Shanon, II and Beth E. Shanon, and Fred W. Koehler, Jr.,

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

Before me, James B. Kalita, Notary Public for Oregon, My commission expires 12-22-78

Section 4 of Chapter 618, Oregon Laws 1975, provides: (1) All instruments conveying 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 owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer or not later than 15 days after the instrument is executed and the parties are bound thereby.

(2) Violation of subsection (1) of this section is a Class B misdemeanor.



STATE OF CALIFORNIA, County of Shasta, On this 11 day of August, 1978, before me, Maude L. Hall, a Notary Public, State of California, duly commissioned and sworn, personally appeared Kit Carter and Nancy L. Carter, known to me to be the person whose name subscribed to the within instrument and acknowledged to me that they executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the County of Shasta the day and year in this certificate first above written.

Maude L. Hall, Notary Public, State of California.

Cordery's Form No. 32-Acknowledgment-General (C. C. Sec. 1190a)

My Commission Expires

23578

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EXHIBIT "A"
LEGAL DESCRIPTION

A portion of the NE $\frac{1}{4}$ of Section 21 lying West of State Highway No. 97 in Township 34 South Range 7 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at the intersection of the North line of said Section 21 and the Westerly right-of-way line of State Highway No. 97, said point also being North 89° 38' 45" West 468.2 feet from the Northeast corner of said Section 21; thence North 89° 38' 45" West, along the North line of said Section 21, 900.34 feet to the true point of beginning of this description; thence South 1° 56' 30" West 1089.47 feet; thence South 88° 03' 30" East 900 feet to the Westerly right-of-way line of said Highway No. 97; thence South 1° 56' 30" West, along said right-of-way line, 580 feet, more or less, to the center of a road approach to said Highway No. 97; thence following the centerline of said road, the meander line being as follows:

South 64° 44' West, 253.0 feet;
South 63° 47' West, 213.4 feet;
North 57° 27' West, 323.3 feet;
North 76° 06' West, 136.0 feet;
North 60° 27' West, 129.6 feet;
North 33° 58' West, 191.0 feet;
North 11° 01' West, 92.1 feet;
North 39° 16' West, 56.0 feet;

Thence, leaving said road, West 1020.4 feet, more or less, to the West line of said NE $\frac{1}{4}$ of Section 21; thence Northerly along said West line of said NE $\frac{1}{4}$ of Section 21, 1346.4 feet, more or less, to the North Quarter-corner of said Section 21, thence South 89° 38' 45" East, along the North line of said Section 21, 1264.9 feet, more or less, to the true point of beginning.

SUBJECT, however, to the following:

1. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.
2. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
3. Right of way of the Pacific Telephone and Telegraph Company for a telephone line approved December 6, 1930, by Jos. M. Dixon, First Assistant Secretary, subject to the provisions of the Act of March 3, 1901 (31 Stat.L., 1058-1083) Departmental regulations thereunder; and subject also to any prior valid existing right or adverse claim.
4. Right of way of the Oregon State Highway Commission for a highway approved August 26, 1946, by Girard Davidson, Assistant Secretary, subject to the provisions of the Act of March 3, 1901 (31 Stat. L., 1058-1084) Departmental regulations thereunder; and subject also to any prior valid existing right or adverse claim.
5. Right of way to the Oregon State Highway Commission for 22.77 acres for a Quarry Cinder Pit and highway approved May 17, 1950, by Raymond H. Bitney, Superintendent, Klamath Indian Agency by authority vested in him by Secretarial Order No. 2242, dated Sept. 9, 1946 (11 Fed. Reg. 10296), and the Order of the Commissioner of Indian Affairs, No. 544, dated Sept. 24, 1947 (12 Fed. Reg. 6970), and Amendment No. 1 to Order 544, subject to the provisions of Section 4 of the Act of March 3, 1901 (31 Stat. 1084; 25 U.S.C., Section 311), and Departmental Regulations thereunder (25 Code of Federal Regulations, Part 256), as may be amended hereafter.
6. All subsurface rights, except water, are hereby reserved, in trust, for the heirs of Delia Otool, deceased Klamath Allottee No. 1227, as disclosed by Deed recorded in Volume 293, page 242, Records of Klamath County, Oregon.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

on 21st day of August A. D. 1978 at 10:00 o'clock A.M., and

truly recorded in Vol. M78, of Deeds on Page 18416

W. D. MILNE, County Clerk

Bernarda [Signature]