

THIS CONTRACT, Made this 18th day of August, 1978, between
Terry L. Woodfork
 and Cheryl Swetland, hereinafter called the seller,

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 piece or parcel of land situate in the North half of the Southeast quarter of the Northwest quarter of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, in the County of Klamath, State of Oregon, and more fully described as follows: Beginning at a point in the center line of a 60 foot roadway, from which the section corner common to Sections 2, 3, 10 and 11, Township 39 South, Range 9 East of the Willamette Meridian, and as marked on the ground by an iron pin driven therein, bears South 89° 44½' West along the said roadway center line 1813.7 feet to a point in the West boundary of the said Section 11, and North 0° 13½' West 1662.5 feet to said section corner, and running thence North 0° 01' West 331.15 feet to a point in the Northerly boundary of the said North half of the Southeast quarter of the Northwest quarter of Section 11; thence North 89° 47' East along said boundary line 65.7 feet; thence South 0° 01' East 331.10 feet, more or less, to an intersection with the center line of the above mentioned roadway; thence South 89° 44½' West along said roadway center line 65.7 feet, more or less, to the said point of beginning.
 EXCEPT THEREFROM that portion lying within the right of way of Denver Avenue.
 (For continuation of this document, see reverse side of this contract.)

*78 AUG 21 AM 10 47

for the sum of Eighteen thousand nine hundred and no/100----- Dollars (\$18,900.00) (hereinafter called the purchase price), on account of which Ten thousand and no/100----- Dollars (\$10,000.00) 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: \$8,900.00) to the order of the seller in monthly payments of not less than One hundred twelve and 75/100----- Dollars (\$112.75) each, or more, prepayment without penalty.

payable on the 15th day of each month hereafter beginning with the month of October, 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 9 per cent per annum from September 15, 1978 until paid, interest to be paid monthly and in addition to the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-rated 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, (B) for business or investment purposes, or (C) for both business or investment purposes and agricultural purposes. The buyer shall be entitled to possession of said lands on September 15, 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 mechanics' and all other liens and shall be liable therefor 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 full insurable value.

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, 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.

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
714 - 400 Main
APART. Susan

After recording return to:
Cheryl Swetland Ave
4674 Denver
H. Falls, OR 97531

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

STATE OF OREGON, } ss.
 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
 Deputy

WARRANTY COMPANY

25781

18460

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 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 interests above described and all other rights acquired by the buyer 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 vest 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 held by 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.

Buyer specifically agrees to pay the full contract balance on or before August 15, 1980.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 18,900.00. (However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration. (Indicate which).)

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.

Terry L. Woodfork
Terry L. Woodfork
Cheryl Swetland
Cheryl Swetland

NOTE—The sentence between the symbols () if not applicable, should be deleted. See ORS 93.020.

STATE OF OREGON,)
County of Klamath,) ss.
August 18, 1978

Personally appeared the above named Terry L. Woodfork and Cheryl Swetland

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

[Signature]
Notary Public for Oregon
My commission expires 4-5-80

STATE OF OREGON, County of _____) ss.
Personally appeared _____ and _____

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 _____

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: _____

ORS 93.635 (1) All instruments contracting to convey fee 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 conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990 (5) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

- Subject, however, to the following:
1. Taxes for the year 1978-1979 are now a lien but not yet payable.
 2. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.
 3. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District.
 4. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District.
 5. Easements, reservations and restrictions contained in Deed from George H. Burton, et ux., to E. W. McKean, dated July 8, 1940, recorded January 28, 1944 in Book 161 at page 573; Deed Records.

It is further understood and agreed between the parties hereto that Buyer has made an independent investigation and inspection of the premises herein described, and has entered into this Contract without relying on any statement or representation or covenant not specifically embodied in this Contract, and accepts the property described in this Contract "as is" in its present condition, and requires no work of any kind to be done on said property by Seller.

It is further understood and agreed between the parties hereto that Buyer agrees to present Seller with paid receipts for taxes upon request.

I hereby certify that the within instrument was received and filed for record on the 21st day of August A.D., 19 78 at 10:47 o'clock A M., and duly recorded in Vol. M78 of Deeds on Page 18459.

FEE \$6.00

WM. D. MILNE, County Clerk
By *[Signature]* Deputy