

1-1-74

54045

CONTRACT—REAL ESTATE

Vol. 78 Page 18880

THIS CONTRACT, Made this 1st day of August, 1978, between KEITH RICE, INC.,

and FORT COE COMPANY, 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:

Beginning on the Southwesterly line of Seventh Street at a point 50 feet Northwest of the most Easterly corner of Lot 1, Block 38 of Original Town of Linkville, now City of Klamath Falls, Oregon; thence Northwesterly along the Southwesterly line of Seventh Street, 65 feet; thence Southwesterly at right angles to Seventh Street 31 feet; thence Southeasterly parallel to Seventh Street, 65 feet; thence Northeasterly at right angles to Seventh Street, 81 feet to the place of beginning, being a part of Lots 1 and 2 of Block 38 of the ORIGINAL TOWN OF LINKVILLE, now City of Klamath Falls, Oregon.

SAVINGS AND EXCEPTING the Northwesterly 5 feet thereof heretofore conveyed to the City of Klamath Falls, a municipal corporation of the State of Oregon.

for the sum of -----THIRTY THOUSAND AND NO/100----- Dollars (\$ 30,000.00) (hereinafter called the purchase price), on account of which -----SIX THOUSAND AND NO/100----- Dollars (\$ 6,000.00) 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: \$ 24,000.00) to the order of the seller in monthly payments of not less than FIVE HUNDRED SIX AND 98/100----- Dollars (\$ 506.98) each,

payable on the 10th 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 3/4 per cent per annum from August 1, 1978 until paid, interest to be paid included in 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.

(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 August 1, 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 \$ 30,000.00 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, 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 _____ 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.

IN WITNESS WHEREOF (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. 1306 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.

KEITH RICE, INC.
13850 SPRING LAKE ROAD
KLAMATH FALLS, OR 97601
SELLER'S NAME AND ADDRESS
FORT COE COMPANY
122 SOUTH 7TH
KLAMATH FALLS, OR 97601
BUYER'S NAME AND ADDRESS
After recording, return to:
U.S. NAT'L BANK
P.O. Box 789
KLAMATH FALLS, OR 97601
NAME, ADDRESS, ZIP
Until a change is requested all correspondence shall be sent to the following address:
FORT COE COMPANY
122 SOUTH 7TH
KLAMATH FALLS, OR 97601
NAME, ADDRESS, ZIP

STATE OF OREGON,

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

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 \$ 30,000.00

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the court may judge reasonable as attorney's fees to be allowed.

① However, the actual consideration (indicate which). ①

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 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

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; it 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.

KEITH RICE, INC.

By: Keith L. Puse
President

NOTE—The sentence between the symbols Ⓢ, if not applicable, should be deleted. See OAS 93.030.

STATE OF OREGON,

County of

STATE OF OREGON, County of KLAMATH
August 78

August

Personally appeared

Keith Rice

Personally appeared the above named

.....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

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

KEITH RICE, INC., ^{secretary of} *Fort Co. Corp.*
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:

(OFFICIAL
SEAL)

Notary Public for Oregon

My commission expires

Notary Public for Oregon

My commission expires: 4-25-82

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

GLENN

Filed for record at request of XX XX XX XX XX XX

TO THE CITY OF KANSAS CITY, MISSOURI
27A1M02 VND EXCELLENCE
25th day of AUGUST A. D. 1978 at 9:34 o'clock A. M., and

FILED IN Vol. M 78 of DEEDS on Page 18880

DEPT. OF CORR. OF CALIF. FEELS 6.00
 32 LITER. THE 1910-1911 OF BUCK 22
 W. D. MILNE, County Clerk

Hamil Dras

French consumption of Lard subject to reach

10-11-68

1951 POLYMERASE OF THE MORE FREQUENTLY COLLECTED

DECLARATION OF THE CONGRESSMAN'S FIDELITY TO THE CONSTITUTION

100-443881-100

100-443886-100

DECLASSIFIED BY: 6032 JAL/STP/MLL DATE: 08-29-2017

LOUI COV. COMM. 1974

FOUO COE CONFIDENTIAL

KEITH BICE INC

DATE COMPLETED: 11/14/04
 BY: [Signature]
 2-10-04

CONFIDENTIAL

SECRET

[illegible]