FORM No. 701—CONTRACT—REAL ESTATE—Purchase Payments — STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

FP 219 54701 CONTRACT—REAL ESTATE Vol. M78 Page 19945

THIS CONTRACT, Made this 1st day of September, 19 78, between JOSEPHINE L. SNYDER, hereinafter called the seller, and GEORGE A. PONDELLA JR., 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:

SOUTHEAST ¼ of NORTHEAST ¼ of SECTION 11 and SOUTHWEST ¼ of NORTHWEST ¼ of SECTION 12, all in TOWNSHIP 34 South, Range 7 East, W.M.

This conveyance is made subject to easements, rights of way of record and those apparent on the land. Real Estate Contract, including the terms and provisions thereof, dated May 12, 1978, recorded in Volume M78 page 10832 Microfilm Records of Klamath County, Oregon, between John M. Scoonover and Arba F. Scoonover, Vendors and Josephine L. Snyder, Vendee, which Buyer does not assume and agree to pay, and Seller further covenants to and with Buyer that the said prior mortgage shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said mortgage upon payment of this contract.

for the sum of Thirty Three Thousand Six Hundred and00/100 Dollars ($ 33,600.00) (hereinafter called the purchase price) on account of which none Dollars ($) 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:

Annual Payments of Three Thousand Three Hundred and Sixty and 00/100 Dollars ($ 3,350.00) each in addition to 7.2 % interest per annum from August 1, 1978. First payment due August 1, 1979.

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

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 7.2 per cent per annum from August 1, 1978 until paid, interest to be paid Anually and ~~(in addition to the minimum regular payments above required)~~ is 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 July 1, 19 78.

The buyer shall be entitled to possession of said lands on July 1 19 78, 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 thereon and from the same and from seller'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 heretofore have or hereafter may be assessed 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 $ -0- 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 taxes, costs, water rents, liens, 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, within thirty days from the date hereof, he will furnish unto buyer a title insurance policy insuring the buyer named in said purchase agreement in said premises in the seller on or subsequent to the date of this agreement, save and except the usual general 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 to the above named 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 through the seller, except, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges as aforesaid 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 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.

JOSEPHINE L. SNYDER
BOX 693
CHILOQUIN, OREGON 97624
SELLER'S NAME AND ADDRESS

GEORGE A. PONDELLA JR.
BOX 286
CHILOQUIN, OREGON 97624
BUYER'S NAME AND ADDRESS

After recording, return to
GRANTOR
NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address
GRANTEE
NAME, ADDRESS, ZIP

SPACE RESERVED FOR RECORDER'S USE

STATE OF OREGON, County of) ss.

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

Title

[illegible] and agreed by the seller that in case the buyer shall fail to make the payments above required, or any of them, punctually and 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 collectible, 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 of reentry, 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 a penalty, fully and perfectly as if this contract had not been made; and in case of such default all betterments and improvements upon the property shall remain and be the property of said seller as the altered and reasonable rent of said premises upon the basis 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 said land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereunto 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 $ 33,600.00 [illegible] (Indicate which.)①

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.

GEORGE A. PONDELLA JR.

Josephine L. Snyder
JOSEPHINE L. SNYDER

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,
County of Klamath } ss.
September 1, 1978.

Personally appeared the above named GEORGE A. PONDELLA JR. and JOSEPHINE L. SNYDER and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL) Linda Dawn Paugh
Notary Public for Oregon
My commission expires 10/16/79

STATE OF OREGON, County of) ss.
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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 a corporation, 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:
Notary Public for Oregon (OFFICIAL SEAL)
My commission expires:

Section 1 of Chapter 414, Oregon Laws 1977 (excerpt):

"(1) All instruments purporting 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 subject to recordation, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be presented by the conveyor 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]."

(DESCRIPTION CONTINUED)

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of Trans America

the 8th day of September A. D. 1978 at 3:54 o'clock P.M., and duly recorded in Vol. M78 of Deeds on Page 19945

Wm. D. MILNE, County Clerk

By Bernetha Ketels

Fee $5.00

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