FORM No. 18—Uniform Land Sale Contract—Long Form—Real Estate—Partial Payments—Great Falls (Individual or Corporate)
(This contract should be accompanied by a receipt, fully signed by seller and recorded in the deed records.)

No. 55163

THIS CONTRACT, Made this 23rd day of August, 1978, between MALIA, INC., hereinafter called the seller, and WALLACE J. NEWBILL and BERTHA L. NEWBILL, 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:

A tract of land situated in Sections 2, 3, 10 and 11, T. 35 S., R.11 E., of the W.M., in the County of Klamath and State of Oregon described as follows:

Beginning at the most Northerly corner of Lot 2, Block 23, OREGON PINES, a duly recorded plat, said corner being on the Southerly line of a tract of land described as Parcel I in a Contract to Larry D. Overberg recorded November 3, 1977 in Volume M-77, Page 21072, Deed Records; thence North 65°33'29" West along the Southerly line of said Overberg tract a distance of 302.00 feet to the Southwest corner thereof; thence North 24°33'49" East along the Westerly line of said Overberg tract a distance of 947.98 feet to the most Southerly corner of a tract of land described in a Contract to Dr. Ben McGough recorded October 27, 1977 in Volume M-77, Page 20598, Deed Records and the true point of beginning of the tract of land herein to be described; thence North 0°41'27" East along the Easterly line of said Dr. McGough tract a distance of 1000.00 feet; thence continuing along the Easterly line of said Dr. McGough tract North 07°52'22" West a distance of 929.83 feet; thence South 66°04'56" West a distance of 1330.50 feet to the centerline of an existing Indian Service Road; thence along the centerline of said road South 23°55'06" East a distance of 160.00 feet to a point of curve; thence along the centerline of said road on a curve to the right, having a radius of 1000.00 feet and a central angle of 35°55'57", a distance of 1003.42 feet to the Southwest corner of the afore-said Dr. McGough tract; thence South 77°59'00" East along the Southerly line of said Dr. McGough tract a distance of 1189.55 feet to the true point of beginning.

Subject to the rights of the public in that portion of the above described tract of land lying within the boundaries of public roads.

[illegible] Great Falls, Oregon [illegible] said land, together with the fire and title insurance policies, to the order of the buyer, his heirs and assigns, upon the payment of the purchase price and all expenditures for the Buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the expenditures and other amounts, promptly as the same provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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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, promptly within 30 days of the time fixed thereof, or fail to keep any agreement herein contained, then the seller at his option shall have the full right under this agreement to declare the entire unpaid balance of said purchase price with the interest thereon at once due and payable, (2) to declare the whole unpaid principal balance and interest thereon to be 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 interest created or then existing in favor of the buyer as against the seller hereunder shall cease and terminate, 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 re-entry, or any other act of said seller to be performed and without any right in the buyer of repayment of any installments or other money 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 said seller as the agreed and reasonable rental 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.

The total cash purchase price for the premises, stated in terms of dollars, is $ 13,500.00 XXXXXXXXXXXXXXXXXXXX

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for the sum of THIRTEEN THOUSAND FIVE HUNDRED AND NO/100 - - Dollars ($13,500.00)
(hereinafter called the purchase price) on account of which FIVE HUNDRED AND NO/100
Dollars ($ 500.00) is paid on the execution hereof (the receipt of which
hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows,
to wit:

$1,000.00 on closing and ballance to be a land sales contract with payments to be at least $85.00 per month, including principal and interest. Payoff within 10 years of closing date. Purchaser to pay taxes when due.

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 8½ per cent per annum from date until paid, payable as to the interest monthly and as to principal XXXXXXX monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

The buyer represents 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.

The buyer shall be entitled to possession of said lands on Sept. 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 indemnify 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 premises and 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 placed on said premises against loss or damage by fire (with extended coverage) in an amount not less than $ none or in such larger amount as may be necessary to compensate adequately to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear; and will deliver to the seller policies of insurance to be delivered as soon as issued to the escrow agent hereinafter named. Now if the buyer shall fail to pay any such taxes, water rents, liens, or charges or to procure and pay for such insurance, the seller may do so and now performed as herein 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 the buyer's breach of contract.

The seller has exhibited unto the buyer a title insurance policy showing marketable title in and to said premises in the seller; seller's title has been examined by the buyer and is accepted and approved by him.

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate to the buyer, the buyer, his heirs and assigns, free and clear of encumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, if any, and see title report for other encumbrances and has placed said deed, together with an executed copy of this contract and the title insurance policy mentioned above, in escrow with Mt. Title Company of Klamath Falls, Oregon , as escrow agent, with instructions to deliver said deed, together with the fire and title insurance policies, to the order of the buyer, his heirs and assigns, upon the payment of the purchase price and full performance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the expenses incident hereto, promptly at the times provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; XXXXXXXXXXXXXXXXXXXXXXXXXXXX

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 against the seller hereunder shall attach and remain, and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall cease and terminate, and the seller may re-enter and take possession of said premises without any suit or re-entry, or any other act of said seller to be performed and without any right of the buyer of recovery from the seller of any money paid on account of the purchase of said property as absolutely, fully and completely as if this contract had never been made, and in case of such default all payments therefore made on this contract are to be retained by and belong to the seller as rent for the use 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.

The true and actual consideration paid for this transaction, stated in terms of dollars, is $13,500.00 XXXXXXXXXXXXXXXXXXXX