TA# 38-16309-9-2

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

FORM No. 206 CONTRACT—REAL ESTATE

CONTRACT—REAL ESTATE

Vol. M78 Page 21262

55555

THIS CONTRACT, Made this 20 th day of JUNE, 19 78, between

JOHNNY M. ELLIOTT, hereinafter called the seller,

and HAROLD LEON KENNEDY AND THERESA R. KENNEDY, 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:

IN THE ORIGINAL TOWN OF SPRAGUE RIVER, BLOCK 8 LOT 15-BLOCK 7 LOT 12 AND THAT PORTION OF LOTS 6,7,8,9,13 AND 14 LYING SOUTHWESTERLY OF THE SPRAGUE RIVER HIGHWAY.

for the sum of TWO THOUSAND & TWO HUNDRED NO/100 ******* Dollars ($ 2200.00) (hereinafter called the purchase price), on account of which ONE THOUSAND AND NO/100 ****** Dollars ($ 1000.00) 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: $ 1200.00) to the order of the seller in monthly payments of not less than FIFTY AND NO/100 ********** Dollars ($ 50.00) each, MONTH

payable on the 1st day of each month hereafter beginning with the month of AUGUST 1, 19 78, 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 8½ per cent per annum from JULY 1, 1978 until paid, interest to be paid MONTHLY and * (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 he is purchasing with the seller that the real property described in this contract is (a) not zoned for farm use, (b) zoned for farm use in a farm unit of less than 20 acres, or (c) zoned for farm use in a farm unit of 20 acres or more and is not in farm use. The buyer agrees that he will use the property for personal, family or household purposes or for farming purposes.

The buyer shall be entitled to possession of said premises on JULY 1, 1978, and may retain such possession so long as he is not in default under this contract. The buyer agrees that at all times he will keep the buildings on said premises free from mechanic's and all other liens and will pay all taxes and assessments, water rents, public charges and municipal liens which hereafter may be imposed upon said premises, as well as all water rents, public charges and municipal liens which hereafter become past due, that at buyer's expense he will keep the buildings on said premises insured against loss or damage by fire (with extended coverage) in an amount not less than $ NONE in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their interests may appear, and will deliver the policies or certificates to the seller as soon as procured. Now if the buyer shall fail to pay any taxes, assessments, water rents, public charges or municipal liens or to procure and pay for said insurance, the seller may do so and any payment so made shall be added to and become a part of the unpaid balance of said purchase price and shall bear interest at the rate aforesaid, without waiver, however, of any right arising to the seller for the buyer's default.

The seller agrees that at any time after the buyer shall have paid the total purchase price and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy insuring said premises in the usual form, showing title in the seller on the date hereof, subject only to the exceptions above noted and those of record, if any. Seller also agrees that when the buyer shall have made the payments above mentioned, and shall have kept and performed the other covenants on his part herein contained, he will deliver a good and sufficient deed conveying said premises in fee simple to the buyer, free and clear of all encumbrances except those which may have been created by the buyer or his assigns, and those of record, if any, at the date hereof, and those which may have been created by the buyer or his assigns, and those which may be created by the buyer or his assigns, and those which may be created by the buyer or his assigns, and those which may be

And it is hereby agreed that time is of the essence of this contract, and in case the buyer shall fail to make the payments above provided, or any part thereof, punctually within ten days of the time limited therefor, or fail to keep any agreement herein contained, then the seller may at his option (1) to declare this contract null and void, (2) to declare the whole unpaid principal balance of said purchase price and all accrued interest 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 described herein shall revert to the seller, who shall be entitled to the possession of said premises in accordance with law, and the said seller shall be entitled to be performed and without any right of the buyer of return, reclamation or compensation for moneys paid on account of this contract or any part thereof as an absolute, 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 and premises, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereunto belonging.

The failure of 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 $ ..... ①However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (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 trial court may adjudge reasonable as attorney's fees to be allowed plaintiff on 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.

It is understood that each and all of the terms and provisions hereof shall extend to and be binding upon the heirs, executors, administrators and assigns of the parties hereto, and that if the contract or any part thereof be placed in the hands of an attorney for collection, the undersigned agree to pay all costs and expenses incurred in connection therewith, including such sum as the court may adjudge reasonable as attorney's fees in such suit, action or appeal, and that it is understood that the seller or the buyer may be more than one person; that if the context so requires, the singular shall 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.

Harold Kennedy — Johnny M Elliott

Theresa Kennedy

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

STATE OF OREGON,
County of Klamath } ss.
June 19, 1978

Personally appeared the above named Harold L. Kennedy and Theresa R. Kennedy and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires: 2-26-79

STATE OF OREGON, County of .....) ss.
..... 19 .....
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
My commission expires:
(OFFICIAL SEAL)

Section 1, Chapter 591, Oregon Laws 1975, provides:
"(1) All instruments which shall be recorded in any real property, at a time more than 12 months from the date that the instrument is executed and the parties are bound by the terms and conditions of the instrument, shall be accompanied by the affidavit of the grantee or grantee's agent, or a notary public, or the attorney for the grantee, or the manner provided for acknowledgment of deeds, by the owner of the title being conveyed, that the instrument, or a memorandum thereof, shall be recorded by the grantee 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 OREGON,
County of Klamath } ss.

FORM NO. 23 — ACKNOWLEDGMENT
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 29 day of June, 19 78, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Harold Leon Kennedy and Theresa R. Kennedy

to me to be the identical individuals described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

Notary Public for Oregon.
My Commission expires My Commission Expires Oct. 14, 1979

STATE OF OREGON, COUNTY OF KLAMATH, ss.

I hereby certify that the within instrument was received and filed for record on the 26th day of September A.D., 19 78 at 10:43 o'clock A M., and duly recorded in Vol. M78 of Deeds on Page 21262

FEE $6.00

WM. D. MILNE, County Clerk
By Bernetha Gilbert Deputy