

MTC 6919

56386

CONTRACT—REAL ESTATE

Vol. 78 Page 22526

THIS CONTRACT, Made the 5th day of October, 1978, between  
Shamrock Development Company, an Oregon corporation,

of the County of \_\_\_\_\_ and State of Oregon, hereinafter called the  
seller, and G. Robert Lecklider and Nancy Lecklider, husband and wife, as to  
undivided one-half interest, and Gary T. Whittle and Sandra J. Whittle, as to  
an undivided one-half interest, and State of Oregon, hereinafter called the buyer,  
of Klamath County, Oregon.

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as  
hereinafter specified, the seller hereby agrees to sell, and the buyer agrees to purchase, the following described real  
estate, situate in the County of Klamath, State of Oregon, to-wit:  
Lots 13, 14, 15, 16, 17 and 18 in Block 5, SECOND HOT SPRINGS ADDITION  
to the City of Klamath Falls, Oregon, according to the official plat  
thereof on file in the office of the County Clerk of Klamath County,  
Oregon.

ALSO, Lot 21 and a portion of Lot 22 all in Block 5, SECOND HOT SPRINGS  
ADDITION to Klamath Falls, according to the official plat thereof on  
file in the office of the County Clerk of Klamath County, Oregon, more  
particularly described as follows:

Beginning at a three-fourths inch iron pin on the most Easterly corner  
of said Lot 22, said point being on the intersection of Spring Street  
(for continuation of this Contract see reverse side of this Contract)

for the sum of Two hundred thousand and no/100-----Dollars (\$200,000.00)  
on account of which Twenty thousand and no/100-----Dollars (\$20,000.00)

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 with interest at the rate of 9 1/2 per cent per annum from September 21,  
1978, on the dates and in amounts as follows: as part of the consideration herein Buyers have  
executed a promissory note dated October 5, 1978, made and executed by G. Robert  
Lecklider and Nancy Lecklider, husband and wife, as to an undivided one-half interest, and  
Gary T. Whittle and Sandra J. Whittle, husband and wife, as to an undivided one-half interest,  
payable to the order of Shamrock Development Company, in the principal amount of \$20,000.00,  
plus interest thereon at 9 1/2 per annum from OCTOBER 1st, 1978, payable on or before July 1,  
1979. Prepayment without penalty.

The remaining balance of \$160,000.00 shall be paid in monthly installments of not  
less than \$1,491.42 each, including interest at the rate of 9 1/2 per annum on the unpaid  
balance, the first of such installments to be paid on or before the 1st day of November,  
1978, and on the same day of each month thereafter until the entire purchase price, includ-  
ing both principal and interest, is paid in full. Interest on all unpaid balances shall  
commence on OCTOBER 1st, 1978. Each payment shall be applied first to interest to date  
of payment and the balance to principal.

Buyers may, at any time, pay off the entire balance of the purchase price remaining  
due together with interest due thereon to the date of the payment.

It is hereby further agreed by and between the parties hereto that the taxes and insurance  
are to be paid by the Buyers when due and payable and evidence of full payment shall be  
supplied to Seller each year.

It is hereby further agreed by and between the parties hereto that in the event the loan  
company shall pay the taxes on Seller's behalf then the Seller shall deliver to Buyers  
a paid receipt therefore, and Buyers shall be reimbursed for the amount paid.

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 use or purposes.

(B) for an organization (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.  
Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The buyer, in consideration of the premises,  
hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly  
and before the same or any part thereof become past due, that he will keep all buildings now on hereafter erected on said premises insured in favor of the seller  
against loss or damage by fire (with extended coverage) in an amount not less than \$100,000.00. The buyer shall deliver all policies of insurance on said  
premises to the seller as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above  
described premises.

(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-Nease 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-Nease  
Form No. 1307 or similar.

STATE OF OREGON.

County of \_\_\_\_\_

I certify that the within instru-  
ment 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

By \_\_\_\_\_

After recording return to:

MTC

OF 17211115 160011

Van 16010223 1301

110003 11 NAME ADDRESS ZIP

Until a change is requested all tax statements shall be sent to the following address.

no change requested

NAME, ADDRESS, ZIP

insuring (in an amount equal to said purchase price) marketable title in and to said premises in the seller or on 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 of the buyer, he will deliver a good and sufficient deed conveying said premises in fee simple to 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.

But in case the buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the seller 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 and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right, title and interest hereby created or then existing in favor of the buyer derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the seller without any declaration of forfeiture or act of re-entry, or without any other act by seller to be performed and without any right of the seller of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

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 seller's 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 thereof or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 200,000.00. However, the actual consideration considered or included other property or value given or promised which is the whole consideration. (Indicate which):

And in case suit or action is instituted to foreclose this contract or to enforce any provision thereof, 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 in said suit or action 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 as well as 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.

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 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.

Shamrock Development Company  
 Signed Robert J. Mullen by her attorney in fact  
Robert J. Mullen  
 By Robert J. Mullen  
 By Robert J. Mullen

STATE OF OREGON,  
 County of Klamath  
 19 78

STATE OF OREGON, County of Klamath  
October 3 1978  
 Personally appeared Robert J. Mullen and Walter O'Connor  
 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 Shamrock Development Company

Personally appeared the above named G. Robert Lecklider and Nancy Lecklider, husband and wife, and Gary J. Whittle and Sandra J. Whittle, husband and wife  
 and acknowledged the foregoing instrument to be their voluntary act and deed.

Development Company  
 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

Before me:  
 (OFFICIAL SEAL)  
 Notary Public for Oregon  
 My commission expires: 8-23-81

ORS 93.555 (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 conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.590 (3) Violation of ORS 93.535 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)  
 and Esplanade Avenue; thence South 25° 52' West along the Easterly line of said Lots 22 and 21 a distance of 67.80 feet to a one-half inch iron pin on the Southeast corner of said Lot 21; thence North 64° 03' West along the Southerly line of said Lot 21 a distance of 111.19 feet to a concrete nail on the Southwesterly corner of said Lot 21; thence North 29° 34' East along the Westerly line of said Lots 21 and 22 a distance of 44.22 feet to a point that is South 29° 34' West a distance of 85.78 feet from the one-half inch iron pin marking the most Northerly corner of said Lot 22, said point also being 1.0 feet Southeasterly measured at right angles from an existing steel fence; thence North 56° 56' East a distance of 76.18 feet to a point on the Northerly line of said Lot 22, said point being 1.4 feet Southeasterly, measured at right angles from an existing steel fence; thence South 33° 04' East along the Northerly line of said Lot 22 a distance of 80.57 feet to the point of beginning.

Subject, however, to the following:  
 1. Taxes for the fiscal year 1978-1979, a lien, but not yet due and payable.  
 2. Sewer and water use charges, if any, due to the City of Klamath Falls.  
 3. Reservations and restrictions contained in Deed from Union High School District No. 2 of Klamath County, a public school district, to Paul W. Sharp and Elizabeth E. Sharp, dated May 9, 1966, recorded May 11, 1966 in Volume M66, page 5075, Microfilm Records of Klamath County, Oregon.  
 4. Mortgage, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: December 15, 1971  
 (for continuation of this Contract see reference incorporated in attached Exhibit "A" and by this

Recorded: December 22, 1971  
 Volume: M71, page 13425, Microfilm Records of Klamath County,  
 Oregon  
 Amount: \$60,000.00  
 Mortgagor: Robert E. Garrison and Christine L. Garrison, husband  
 and wife.

Mortgagee: United States National Bank of Oregon, Town & Country  
 Branch, which Buyers herein do not assume and agree to pay  
 and Seller further covenants to and with Buyers 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.  
 5. Mortgage, including the terms and provisions thereof, given to secure  
 an indebtedness with interest thereon and such future advances as may be  
 provided therein.

Dated: July 22, 1974  
 Recorded: July 22, 1974  
 Volume: M74, page 8886, Microfilm Records of Klamath County,  
 Oregon

Amount: \$15,000.00  
 Mortgagor: Robert E. Garrison  
 Mortgagee: Vernon L. Durant and Bruce L. Durant, co-partners, doing  
 business as Durant Real Estate

Said Mortgage was assigned by Instrument dated July 24, 1974 and  
 recorded July 25, 1974 in Volume M74, page 9044, Microfilm Records of  
 Klamath County, Oregon, to Ernest Graves, which Buyers herein do not  
 assume and agree to pay, and Seller further covenants to and with Buyers  
 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.

6. Mortgage, including the terms and provisions thereof, given to secure  
 an indebtedness with interest thereon and such future advances as may be  
 provided therein.

Dated: July 22, 1974  
 Recorded: July 22, 1974  
 Volume: M74, page 8888, Microfilm Records of Klamath County,  
 Oregon

Amount: \$16,603.76  
 Mortgagor: Robert E. Garrison  
 Mortgagee: Vernon L. Durant and Bruce L. Durant, co-partners dba  
 Durant Real Estate

Said Mortgage was assigned by Instrument dated July 24, 1974  
 and recorded July 25, 1974 in Volume M74, page 9043, Microfilm  
 Records of Klamath County Oregon, to Carl Wilson and Marguerette  
 Wilson, husband and wife. (\$5,000.00 of the note secured by said  
 Mortgage was assigned).

A one-half interest, less portion assigned to Carl and Marguerette  
 Wilson, was assigned to Ernest H. Graves, by instrument dated  
 May 1, 1975 and recorded May 2, 1975 in Volume M75, page 4756,  
 Microfilm Records of Klamath County, Oregon, which Buyers herein

do not assume and agree to pay, and Seller further covenants to and with  
 Buyers 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.

7. Right of way easement, including the terms and provisions thereof,  
 given by Dr. Robert E. Garrison to California-Pacific Utilities Company,  
 dated August 13, 1974 and recorded August 13, 1974 in Volume M74, page  
 9886, Microfilm Records of Klamath County, Oregon.

(Affects a strip of land 10 feet in width Southeasterly, parallel and  
 adjacent to the Northwesterly boundary of Lot 22, Block 5 of the Hot  
 Springs Second Addition to the City of Klamath Falls, Oregon, as filed  
 and recorded in Microfilm M71-13490, Klamath County, Oregon. North-  
 westerly boundary of said Lot 22 shall also comprise the Northwesterly  
 boundary of said ten foot strip of land for a distance of 78.18 feet in  
 length.)

STATE OF OREGON, }  
 County of Klamath } ss.  
 October 5, 1978

Personally appeared the above named Nancy C.  
 Lecklider, individually and as attorney  
 in fact for G. Robert Lecklider

and acknowledged the foregoing instru-  
 ment to be his voluntary act and deed.

(OFFICIAL  
 SEAL)

Judy B. Putnam  
 Notary Public for Oregon  
 My commission expires: 8-23-81

STATE OF OREGON, }  
 County of Klamath } ss.  
 October 5, 1978

Personally appeared the above named Gary T.  
 Whittle, individually and as attorney  
 in fact for Sandra J. Whittle

and acknowledged the foregoing instru-  
 ment to be his voluntary act and deed.

(OFFICIAL  
 SEAL)

Judy B. Putnam  
 Notary Public for Oregon  
 My commission expires: 8-23-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Mountain Title Co.

9th day of October A.D. 1978 at 4:14 clock P.M., and

fully recorded in Vol. M78, of Deeds on Page 22526

Wm. D. MILNE, County Clerk

By Ruth D. Hinch  
Fee \$12.00

Recorded July 22, 1978  
Recorded July 22, 1978  
Volume 3538, Klamath County, Oregon  
Amount \$12.00  
Notary Public  
Robert E. Garrison  
Vernon L. Durand and Bruce L. Durand, co-partners, doing business as Durand Real Estate  
Said mortgage was assigned by instrument dated July 24, 1978 and recorded July 25, 1978 in Volume M78, page 2093, Klamath County, Oregon, to Ernest Graves, which buyers herein do not assume and agree to pay, and seller further covenants to and with buyers 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.  
In witness whereof, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.  
Recorded July 22, 1978  
Recorded July 22, 1978  
Volume 3538, Klamath County, Oregon  
Amount \$12.00  
Notary Public  
Robert E. Garrison  
Vernon L. Durand and Bruce L. Durand, co-partners, doing business as Durand Real Estate  
Said mortgage was assigned by instrument dated July 24, 1978 and recorded July 25, 1978 in Volume M78, page 2093, Klamath County, Oregon, to Carl Wilson and Marjorie Wilson, husband and wife, \$22,000.00 of the note secured by said mortgage was assigned.  
A copy of the said last mortgage assigned to Carl and Marjorie Wilson was assigned to Ernest H. Graves, by instrument dated May 1, 1978 and recorded May 2, 1978 in Volume M78, page 476, Klamath County, Oregon, which buyers herein do not assume and agree to pay, and seller further covenants to and with buyers 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.  
In witness whereof, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.  
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In witness whereof, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.  
Recorded July 22, 1978 and recorded August 13, 1978 in Volume M78, page 2093, Klamath County, Oregon.

EXHIBIT A