

FAYES

56806

CONTRACT—REAL ESTATE

Vol. 78 Page

23190

7A 38-16496-D

THIS CONTRACT, Made this
James J. Glessner

13 day of

October

, 1978, between

and Flemming Kramer Jakobsen and Joanna Lee Pierce

, hereinafter called the seller,

, 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: The NW 1/4 of Section 28, Township 31 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Northerly of Sand Creek.

TOGETHER WITH:

An easement for the purpose of ingress and egress 30 feet in width, situate on the South side of and running along the line dividing the Northwest quarter of Section 28 and the Southwest quarter of Section 21, Township 31 South, Range 7 East of the Willamette Meridian, a distance of 1,980 feet; said easement to commence where said Section line dividing Section 28 and Section 21 intersects the State Highway right of way as the same now exists.

Subject, however, to the following:

1. Taxes for the year 1978-79 are now a lien but not yet payable.
2. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
3. Easement, including the terms and provisions thereof, as set forth in instrument from Puckett and Scherer, et al., to Christian P. Schwab, et al., recorded July 7, 1961 in Book 330 at page 544, Deed Records. (for continuation of this document see reverse side of this contract)

for the sum of Twenty-four thousand and no/100ths-----Dollars (\$24,000.00) (hereinafter called the purchase price), on account of which Five thousand and no/100-----Dollars (\$5,000.00) 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: \$19,000.00) to the order of the seller in monthly payments of not less than ONE HUNDRED FIFTY and NO/100THS-----Dollars (\$150.00) each, or more, prepayment without penalty; \$5,000.00 due and payable on or before January 2, 1979.

payable on the 13 day of each month hereafter beginning with the month of November, 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% per cent per annum from October 13, 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 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 any other purpose, the buyer agrees to use the same for such purpose only and to use the same for no other purpose.

The buyer shall be entitled to possession of said lands on September 24, 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 full insurable value

not less than \$_____ 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 30 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.

(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. 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.

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
Deputy

By

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

TA donna

NAME, ADDRESS, ZIP

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

General Delivery
Chiloquin, Ore
97627

NAME, ADDRESS, ZIP

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 (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 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 revert in said seller without any act of re-entry, 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 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 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 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 transfer, stated in terms of dollars, is \$24,000.00. ~~Whereof, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration limited hereby.~~

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, 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 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 or the buyer may be more than one person or a corporation; 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 triplicate; 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.

James J. Glessner
James J. Glessner

Flemming Kramer Jakobsen
Flemming Kramer Jakobsen
Joanna Lee Pierce
Joanna Lee Pierce

NOTE—The sentence between the symbols Ⓢ, if not applicable, should be deleted. See ORS 93.050.

STATE OF OREGON,)
County of Klamath) ss.
September Oct 16, 19 78

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 _____

Personally appeared the above named
James J. Glessner, Flemming
Kramer Jakobsen & Joanna Lee Pierce

and acknowledged the foregoing instrument to be _____ his
voluntary act and deed.

_____, 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 be-
half 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:

(SEAL)

Notary Public for Oregon
My commission expires 6-13-80

Notary Public for Oregon
My commission expires:

ORS 93.035 (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 conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.990(3) Violation of ORS 93.035 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

(Parcel 1)

4. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$17,005.00

Dated : September 8, 1977
Recorded : September 12, 1977 Book: M-77 Page: 16940

Mortgagor : James J. Glessner, a married man

Mortgagee : John L. Smith and Henrietta C. Smith, husband and wife, 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. The underlying fee of the record owner of the land. (parcel 2).

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 17th day of October A.D., 19 78 at 10:57 o'clock A M., and duly recorded in Vol. M78 of Deeds on Page 23190.

FEE \$6.00

WM. D. MILNE, County Clerk

By *Bernetha Shetch* Deputy

known to me to be the _____ they executed the same freely and voluntarily.

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

Notary Public for Oregon California
My Commission expires