

56820

LAND SALES CONTRACT

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THIS AGREEMENT made and entered into this 22nd day of September, 1978, by and between GLENN D. RAMIREZ, as Conservator of the Estate of Virginia Cortez, Incompetent, hereinafter designated as Seller, and SUSAN VALOFF, hereinafter designated as Purchaser,

W I T N E S S E T H :

That pursuant to authority granted by Court Order of the Circuit Court for Klamath County, Oregon, on the 18th day of September, 1978, Seller hereby agrees to sell and Purchaser agrees to purchase from Seller, the following described real property, situated in Klamath County, Oregon, to-wit:

Beginning at the iron pin which marks the Northwest corner of Lot 3 of Section 31 in Township 37 South, Range 9 East of the Willamette Meridian., and running thence, South 89° 49' East along the North line of said Lot 3, a distance of 368.6 feet to an iron pin which lies on the westerly right of way line of the Old Dalles-California Highway; thence in a southwesterly direction along the westerly right of way of said Highway to a point on the westerly line of said Lot 3; thence North 1° 05' East along the Westerly line of said Lot 3, a distance of 285 feet, more or less, to the point of beginning, in said Lot 3, Klamath County, Oregon.

Also a tract of land more particularly described as follows: Beginning at an iron pin on the Southerly right of way line of the Old Dalles-California Highway which lies South 1° 05' West along the west line of Lot 3, Section 31, Township 37 South Range 9 East of the Willamette Meridian, a distance of 328.5 feet and North 73° 54' East a distance of 140.8 feet to a point which is the point of curvature of a 16° curve to the left of the Old Dalles-California Highway; and South 16° 06' East a distance of 30 feet from the iron pin which marks the Northwest corner of said Lot 3 and running thence: following the arc of a 14° 46' curve to the left, which curve is also the Southeasterly right of way line of the Old Dalles-California Highway a distance of 39 feet to an iron pin; thence South 21° 54' East a distance of 144.9 feet to an iron pin; thence North 63° 21' West a distance of 144.25 feet to a point; thence North 16° 06' West a distance of 45 feet to a point on the Southeasterly right of way line of the Old Dalles-California Highway; thence Northwesterly following said Southeasterly right of way line a distance of 52 feet, more or less to the point of beginning, said tract being located in Lot 3, Section 31, Township 37 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon.

LAND SALES CONTRACT - 1.

RAMIREZ
ATTORNEY AT LAW
514 WALNUT STREET
P.O. BOX 368
KLAMATH FALLS, OR. 97601
TELEPHONE 884-9275

for the sum of SIX THOUSAND AND NO/100 DOLLARS (\$6,000.00), payable as follows: \$300.00 upon the execution of this agreement, and the balance of \$5,700.00 in monthly payments of not less than \$50.00 per month with interest on unpaid balances at the rate of 8 1/2% per annum, first payment to be due the 22nd day of October, 1978, and a like payment on the 22nd day of each and every month thereafter for five (5) years, it being provided that full amount of principal and interest shall be paid within five years, to-wit: on or before September 22, 1983. Payments are to be made at the office of Glenn D. Ramirez, 514 Walnut Street, to be deposited in the account of Virginia Cortez, or Children's Services Division for the benefit of Virginia Cortez.

Purchaser shall have the right to possession of said property upon the execution of this agreement and has been given notice that the buildings thereon have been condemned and that there are holes upon said property which should be filled to provide safety and comply with Klamath County requirements.

In the event of any default of payments due Seller hereunder for more than thirty (30) days, Purchaser agrees that an F.E.D. action may be filed to evict her or any successor in interest without notice and that Purchaser or successor in interest or occupier shall be liable for Seller's attorney fees therein.

Upon the execution of this agreement, Seller will execute an estate deed with Purchaser's Policy of Title Insurance and will hold same to be delivered to the Purchaser upon full payment of principal and interest as herein provided.

Purchaser agrees to pay all taxes, liens and assessments against said property when the same shall become due and before they shall become delinquent or subject to interest charges, and that failure to do so will constitute a default herein. It is also agreed that any improvements directed upon said premises shall remain upon

said premises during the life of this contract, and shall not be removed except by the written consent of Seller.

In the event that Purchaser shall fail to make any of the payments or pay any taxes, liens, or assessments within thirty (30) days, Purchaser shall be in default and Seller shall have the right to declare this contract null and void and rescind it and apply any payments made to costs and expenses of sale, reasonable use of the premises, and refund any balance due the Purchaser, and in that event shall be entitled to record the quitclaim deed canceling Purchaser's interest in said property.

In the event legal action is required to enforce any provision under this contract, prevailing party shall be entitled to reasonable attorney fees whether or not legal action is filed, including any attorney fees upon an appeal to an appellate court.

IN WITNESS WHEREOF the parties have hereunto set forth their hands and seals the day and year above first written.

Glenn D. Ramirez (SEAL)
GLENN D. RAMIREZ, Conservator
of the Estate of Virginia Cortez,
Incompetent

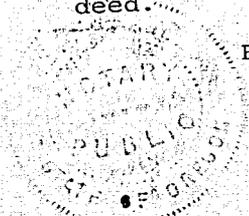
Susan Valoff (SEAL)
SUSAN VALOFF

STATE OF OREGON,)
) ss.
County of Klamath.)

DATED: September 22nd, 1978.

Personally appeared the above-named GLENN D. RAMIREZ and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:



Betty Hazel
NOTARY/PUBLIC FOR OREGON
My Commission Expires: 6/30/80
State of Oregon,)
County of Klamath) ss.

Return to

Susan Valoff
Rt. 5 Box 1105
Klamath Falls, Oregon 97601

I hereby certify that the within instrument was received and filed for record on the 17th day of October, 1978, at 2:19 o'clock P. M. and recorded on Page 23219 in Book M78 Records of Deeds of said County.

RAMIREZ
ATTORNEY AT LAW
514 WALNUT STREET
P.O. BOX 388
KLAMATH FALLS, OR. 97601
TELEPHONE 884-9275

LAND SALES CONTRACT - 3.

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

Fee \$9.00