

VIEWS
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CONTRACT-REAL ESTATE

Vol. 178 Page 23416



THIS CONTRACT, Made the Seventeenth day of October, 1978, between Josephine L. Snyder

of the County of Klamath and State of Oregon, hereinafter called the seller, and Steve T. Harper

of the County of Oregon and State of Oregon, hereinafter called the buyer,

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:

The S½SW¼NE¼; and that portion of the S½SE¼NW¼ lying Easterly of the center thread of Larson Creek in Section 11, Township 34 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Subject, however, to the following:

1. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
(For continuation of this document, see reverse side of this contract.)
for the sum of Twenty-three thousand and no/100-----Dollars (\$23,000.00) on account of which Two thousand five hundred and no/100-----Dollars (\$2,500.00) 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 8½ per cent per annum from October 15, 1978, on the dates and in amounts as follows:

The balance of \$20,500.00 shall be paid in monthly installments at the rate of \$100.00 per month, with interest at the rate of 8½ per annum, commencing on November 15, 1978, and continuing on the 15th day of each month thereafter until April 15, 1979, the Buyer shall pay a lump sum payment in the sum of \$2,500.00, and the payments shall increase on May 15, 1979, to \$225.00 per month, with interest at the rate of 8½ per annum.

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 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 or 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 \$ none in a company or companies satisfactory to seller, and will have all policies of insurance on said premises made payable to the seller as seller's interest may appear and will 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-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.

Josephine L. Snyder
P. O. Box 693
Chiloquin, Oregon 97624
SELLER'S NAME AND ADDRESS

Steve T. Harper
665 Apt. A, SW Dennis
Hillsboro, Oregon 97123
BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate
Box 376
Chiloquin, Oregon 97624

NAME, ADDRESS, ZIP

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

Steve T. Harper
665 Apt. A, SW Dennis
Hillsboro, Oregon 97123

NAME, ADDRESS, ZIP

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.

By

Recording Officer

Deputy

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.

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 and upon surrender of this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest 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 \$ 23,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration intended which is:

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.

Josephine L. Snyder
Josephine L. Snyder

Steve T. Harper
Steve T. Harper

NOTE—The sentence between the symbols (), if not applicable, should be deleted. See ORS 93.030).

STATE OF OREGON,

STATE OF OREGON, County of

) ss.

County of Klamath

OCTOBER 17, 1978

Personally appeared

and

who, being duly sworn,

Personally appeared the above named
Josephine L. Snyder

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

and acknowledged the foregoing instrument to be her 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 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)

Before me: *Sharon Allen*
SHARON ALLEN
NOTARY PUBLIC FOR OREGON
My commission expires 10-5-82

Notary Public for Oregon

My commission expires:

(OFFICIAL SEAL)

ORS 93.635 (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 (5) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

2. Reservations as set forth in Land Status Report recorded December 22, 1958 in Book 308 at page 129, Deed Records, to wit: "The above described property is subject to any existing easements for public roads and highways, for public utilities and for railroads and pipelines and for any other easements or rights of way of record and there is hereby reserved any and all roads, trails, telephone lines, etc., actually constructed by the United States." (Affects part of property in Section 11).

3. Any uncertainty as to the exact location of the centerline of Larson Creek. (Affects Section 2 and 11)

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 \$25,900.00

Dated : April 4, 1968

Recorded : April 12, 1968

Book: M-68

Page: 2931

Mortgagor : Earl J. Scherer and Hallie E. Scherer, husband and wife

Mortgagee : The Federal Land Bank of Spokane, a corporation (Covers additional property), which Buyer herein does not assume and agree to pay, and Seller further covenants to and with Buyer 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. Contract, including the terms and provisions thereof, dated May 15, 1978, a memorandum of which was recorded May 23, 1978, in Book M-78 at page 10832, Microfilm Records.

Vendor : John M. Schoonover and Arba F. Schoonover

Vendee : Josephine L. Snyder, which Buyer herein does not
fully set forth here and by this reference incorporated herein as if

assume and agree to pay, and Seller further covenants to and with Buyer that the said prior contract 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 contract upon payment of this contract.

6. A 30' wide easement for ingress and egress purposes adjacent and parallel to the East boundary of said real property.

STATE OF OREGON,

County of Washington } ss.

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

BE IT REMEMBERED, That on this 16th day of October, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Steve T. Harper

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

M. J. Dwyer
Notary Public for Oregon.
My Commission expires 6-15-79

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

on the 18th day of October A. D. 1978 at 3:57 o'clock P. M., or

fully recorded in Vol. M78, of Deeds on Page 23416

Wm D. MILNE, County Clerk

By Berntha H. Felsch

Fee \$9.00