

CONTRACT—REAL ESTATE

Vol. 78 Page 23775

57163

THIS CONTRACT, Made this 15th day of AUGUST, 1978, betweenClifford B. Chalenor and Avelina Chalenor

, hereinafter called the seller,

and James W. Jones and Gloria E. Jones

, 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 NE $\frac{1}{4}$ Sec of section 24, Township 36 South, Range 12 East of the Willamette Meridian, in the county of Klamath, state of Oregon

SUBJECT TO the following EXCEPTIONS:

SUBJECT TO the following EXCEPTIONS:

Part of this property is within the boundaries of the Spring Creek Irrigation Unit established by Klamath Indian Agency and is apparently now operated by the water users. It is therefore, subject to such uses and obligations as have been established by such users.

RESERVATIONS for State Highway, existing easements for public roads, and highways, public utilities and for railroads, pipelines and any other easements or rights of way of record, including the terms and provisions thereof, contained in deeds dated July 18, 1958, recorded July 23, 1958, in Volume 301, at page 246; dated September 10, 1958, recorded September 10, 1958, in Deed Volume 303, at page 303, Records of Klamath County, Oregon.

RESERVATIONS, including the terms and provisions thereof, in all mine and mineral rights as set forth in instrument dated August 2, 1960, recorded November 10, 1964, in Deed Volume 356 at page 397. (SE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 13; Government Lots 1, 2, 7, 8, 9, 10, 15 and 16, and the E $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 23; All of Sections 24 and 25; the E $\frac{1}{2}$ NE $\frac{1}{4}$ and NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26; E $\frac{1}{2}$ NW $\frac{1}{4}$ of Section 36, Township 36 South, Range 12 East of the Willamette Meridian; also S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18 and W $\frac{1}{2}$ of Section 19, Township 36 South, Range 13 East of the Willamette Meridian.)

LEASE, including the terms and provisions thereof, dated June 4, 1973, recorded September 6, 1973, in M-73 at page 12004, Microfilm Records, between Clifford J. Emmich and Dowdle Oil Corporation. (Affects Lots 27 and 30 in Section 13; Lot 3, Except North 660 feet of West 660 feet, Lots 1, 2, 6, 7, 8, 9, 10, 11, 14, 15, 16, 17, 18, 19, 22, 23, 24, 25, 26, 27, 30, 31, and 32 of Section 23, All of Section 24; All of Section 25; NE $\frac{1}{4}$, NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 26, Township 36 South, Range 12 East of the Willamette Meridian; and S $\frac{1}{2}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 18, W $\frac{1}{2}$ of Section 19, Township 36 South, Range 13 East of the Willamette Meridian.)

As disclosed by the assessment and tax roll, the premises herein have been specially assessed for farm use. If the land becomes disqualified for this special assessment under the statutes, an additional tax, plus interest and penalty, will be levied for the number of years in which this special assessment was in effect for the land.

FURTHER SUBJECT TO any and all easements and rights of way of record.

(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.

Clifford B. Chalenor
Avelina Chalenor
P.O. BOX 17 Beatty, Oregon 97621

SELLER'S NAME AND ADDRESS

James W. Jones and Gloria E. Jones
655 Washington St (248-4877)
Santa Clara, Calif. 95050

BUYER'S NAME AND ADDRESS

After recording return to:

TA-Branch Marlene

NAME ADDRESS ZIP

Until a change is requested all tax statements shall be sent to the following address:
Mr. & Mrs. James Jones
655 Washington St
Santa Clara, Calif. 95050

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

By _____

Deputy

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 terminate and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and re-vest in said seller without any act of re-vesting, 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 \$..... However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).
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.

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

STATE OF OREGON, CALIFORNIA) ss.

County of SANTA CLARA
October 3, 1978

Personally appeared the above named

JAMES W. JONES AND
CLARA E. JONES

and acknowledged the foregoing instrument to be Their voluntary act and deed.

Before me

(OFFICIAL SEAL)

Lillian M. Handzlik
Notary Public for Oregon CALIFORNIA
My commission expires

STATE OF OREGON, County of) ss.

Personally appeared

....., 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:

(SEAL)

Notary Public for Oregon
My commission expires

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

(DESCRIPTION CONTINUED)



STATE OF OREGON,

County of Klamath

ss.

BE IT REMEMBERED, That on this 23rd day of October, 1978, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Clifford B. Chalenor and Avelina Chalenor, husband and wife

known 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 official seal the day and year last above written.

W. Arlene J. Addington
Notary Public for Oregon.
My Commission expires 3-22-81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 23rd day of October A.D., 1978 at 3:43 o'clock P.M., and duly recorded in Vol. M78 of Deeds on Page 23775.

FEE \$9.00

WM. D. MILNE, County Clerk

By Bernetha J. Hetsch Deputy