

M-16689-2

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57363

CONTRACT—REAL ESTATE

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THIS CONTRACT, Made the 25th day of October, 1978, between
Dorothy Hale and Joseph B. Samplauski
Oregon hereinafter called the

Dorothy Hale and Joseph B. Samra
of the County of Klamath and State of Oregon, hereinafter called the
seller, and Donald V. Lehrmann and Barbara M. Lehrmann, husband and wife,
of the County of Oregon, hereinafter called the buyer,

of the County of _____, State of _____, hereinafter called the buyer,
seller, and Donald V. Lehrmann and Doreen
of Jackson and State of 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:
all of Lots 18, 19 and 20, Block 23,

The Northerly 10 feet of Lot 17 and all of Lots 18, 19 and 20, Block 23,
WEST KLAMATH ADDITION, in the County of Klamath, State of Oregon.

Subject, however, to the following:

- Subject, however, to the following:
1. Taxes for the year 1978-1979 are now a lien but not yet payable.
 2. Regulations, including levies, liens, assessments, rights of way and easements of the Westside Sanitary District.

for the sum of Thirty-three thousand and no/100----- Dollars (\$ 33,000.00)
on account of which Two thousand and no/100----- Dollars (\$ 2,000.00)
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 October 25
1978, on the dates and in amounts as follows:
at the rate of 9 1/2 per annum from

The balance of \$31,000.00 with interest at the rate of 9½% per annum from October 25, 1978, is payable in monthly installments of not less than \$274.98 per month, inclusive of interest. The first installment to be paid on the 1st day of December, 1978, and a further installment on the 1st day of every month thereafter, until the full balance and interest are paid. In addition to said monthly payments, Buyers herein agree to pay lump sum payments as follows: commencing April 1, 1979--\$500.00; October 1, 1979--\$500.00; April 1, 1980--\$500.00.

The buyer warrants to and covenants with the seller that the real property described in this contract is for the buyer's personal, family, household or agricultural purposes,

The buyer warrants to and covenants with the seller that the real property described herein is ~~not~~ ^{used for} ~~not~~ ^{commercial purposes other than agricultural purposes} ~~not~~ ^{other than agricultural purposes}.
 (A) primarily for buyer's personal, family, household or agricultural purposes,
 (B) ~~for an organization (even if buyer is an individual person) 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 heretofore levied and all public and municipal taxes and assessments hereafter lawfully imposed upon said premises, all promptly and in full, and to keep all buildings and improvements on the premises insured in favor of the seller by a company or companies satisfactory to the seller, and to maintain such insurance on said premises to the full value thereof become past due, that he shall not less than \$ value 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)
 (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is required to make a disclosure by looking required disclosures; for

(Continued on reverse)

(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.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

After recording return to:
TA - Branch - Marlene

NAME ADDRESS ZIP

NAME, ADDRESS, CITY, STATE, ZIP

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

1000 11th St NW 98653

Mr. & Mrs. Donald V. Lehmann
Route 3 Box 224 W
Klamath Falls, Oregon

STATE OF OREGON,

County of _____

County of _____
I certify that the within instrument was received for record on the _____ day of _____, 19____, _____ recorded

at _____ day of _____, _____
 in book _____ o'clock _____ M., and recorded
 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

800AS

30

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 at once due and payable and/or (3) to foreclose this contract by suit in equity, and in any of these cases, all the right 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 \$33,000.00. However, the actual consideration consists of other property or value given or promised which is part of the 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.

Dorothy Hale
Dorothy Hale

Joseph B. Samplauski
Joseph B. Samplauski

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

STATE OF OREGON, County of _____

STATE OF OREGON, _____

County of Klamath

October 25, 19 78

Personally appeared _____

and who, being duly sworn,

Personally appeared the above named Dorothy Hale and Joseph B. Samplauski

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

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, Arlene J. Addington
Notary Public for Oregon
My commission expires 3-22-81

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

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

STATE OF OREGON, Klamath } ss.
County of Jackson

BEFORE REMEMBERED, That on this 24th day of October, 19 78, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Donald V. Lehrmann and Barbara M. Lehrmann, husband and wife,

known to me to be the identical individual S described in and who executed the within instrument and 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.

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

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Transamerica Titel Co.
his 26th day of October, A. D. 1978 at 11:00 clock AM., on
uly recorded in Vol. M78, of Deeds, on Page 24098

Fee \$6.00

By Wm D. MILNE, County Cl.
Bernard Schelsch