

CONTRACT—REAL ESTATE

Vol. 1178 Page 24103

K-31064 57369

THIS CONTRACT, Made this 15 day of October, 1978, between George L. Duralia and Marlene A. Duralia, husband and wife

and Margaret Johnson and Sandy Johnson, 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:

Lot 28, Block 5, of Latakomie Shores, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

except easements and restrictions of record and those apparent on the face of the land.

for the sum of four thousand five hundred and 00/100---Dollars (\$4,500.00---) (hereinafter called the purchase price), on account of which five hundred and 00/100---Dollars (\$500.00---) 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: \$4,000.00---) to the order of the seller in monthly payments of not less than fifty and 68/100---Dollars (\$50.68---) each, month

payable on the 20th 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 25 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) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on 10-15-78, 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

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 the 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.

George L. Duralia and
Marlene A. Duralia

SELLER'S NAME AND ADDRESS

Margaret Johnson and Sandy Johnson
Star Rt. 90 A

Chiloquin, Oregon 97624

BUYER'S NAME AND ADDRESS

After recording return to:

K. Co. Title

NAME, ADDRESS, ZIP

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

Star Rt. 90 A
Chiloquin, Oregon 97601

Margaret Johnson

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Klamath

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/rec number _____ Record of Deeds of said county. Witness my hand and seal of County affixed.

Recording Officer
Deputy

By

24110

above. 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 the foregoing 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 be vested in the 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, redemption or compensation for any money paid on account of the purchase of said seller to be performed and without any right of the buyer of return, redemption or compensation for any case of such default all payments heretofore made on this contract are to be retained by the seller and belong to said seller as the agreed and reasonable rent of said premises at 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.

There shall be no pre-payment penalty to be paid by the buyer in the event of a breach of any provision hereof held to be a waiver of any succeeding breach of the entire contract, or as a waiver of the provision itself.

There shall be no pre-payment penalty to be assessed in the event that the entire contract, or a portion thereof is paid before due date.

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The true and actual consideration paid for this transfer, stated in terms of dollars, is \$4,500.00

... paid for this transfer, stated in terms of dollars, is \$4,500.00 ...
 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 the prevailing party in said suit or action and in 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 or costs, as the case may be.
 In construing this contract it is understood that the seller or the buyer may be more than one person or a corporation.
 The singular pronoun shall be taken to mean and include the plural as the masculine; the feminine; the neuter; the plural as the masculine; the plural as the feminine; the plural as the neuter.
 This agreement shall bind and inure to the benefit of the heirs, executors, administrators, assigns and assigns of the parties hereto.

IN WITNESS WHEREOF, said parties have hereunto set their hands and seals, at the City of New York, New York, this 14th day of May, 1964.

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.

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NOTE—The sentence between the symbols ⓪, if not applicable, should be deleted. See ORS 93.030).

STATE OF OREGON.

County of Klamath)
October 15) ss
19 78

STATE OF OREGON, County of _____) ss.

Personally appeared the above named
Margaret Johnson and Sandy
Johnson

Personally appeared _____, 19____, ss.
 _____, 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

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.

Notary Public for Oregon
My commission expires

Notary Public for Oregon
My commission expires _____ (SEAL)

ORS 93.935 (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 conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 12 days after the instrument is executed and the parties are bound thereby.

ORS 93.990 (3) Violation of ORS 93.935 is punishable, upon conviction, by a fine of not more than \$100.

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

R
 (DESCRIPTION CONTINUED)
 STATE OF OREGON; COUNTY OF KLAMATH; ss.
 Filed for record at request of Klamath County Title Co.
 on the 26th day of October A. D. 1978 at 11:06 o'clock a M., or
 duly recorded in Vol. M78, of Deeds on Page 24109
 By Wm D. MILNE, County Cl.
Bernetha Phelps
 Fee \$6.00

[illegible]