

57444

CONTRACT—REAL ESTATE

Vol. 78 Page 24211

THIS CONTRACT, Made this 28th day of September, 1978, between  
GENO GHELLER and JESSIE LAVERNE GHELLER, as tenants by the entirety,

and PAUL ROMERO BRADY and NORMA RENA BRADY, as tenants by the entirety,  
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 de-  
scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

That part of the NE $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 21, Township 34 South, Range 8,  
East of the Willamette Meridian lying North of the County Road, Klamath  
County, in the County of Klamath, State of Oregon

for the sum of ELEVEN THOUSAND AND NO/100 Dollars (\$11,000.00)

(hereinafter called the purchase price), 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); the buyer agrees to pay the remainder of said purchase price (to-wit: \$9,000.00) to the order of the seller in monthly payments of not less than Eighty Five and no/100 Dollars (\$85.00) ~~xxx~~ Purchasers shall make a balloon payment of \$1,000.00 on

February 1, 1979 and a second balloon payment of \$1,000.00 on February 1, 1980

payable on the 15th day of each month hereafter beginning with the month of November, 1978, ~~48~~  
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 10, 1978 until paid, interest to be paid monthly and \* ~~xxxxxxx~~  
the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-  
rated 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) primarily for buyer's personal, family, household or agricultural purposes,  
(B) ~~xxxxxxx~~

The buyer shall be entitled to possession of said lands on 19 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 here-  
after 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 full insurable coverage 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 his expense and within 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-  
suring (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 disclosure;  
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.

Geno and Jessie Gheller  
2528 Radcliffe  
Klamath Falls, Oregon 97601  
SELLER'S NAME AND ADDRESS

Paul R. and Norma R. Brady  
4054 Delta Street  
San Diego, California 92113  
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.

Paul R. and Norma R. Brady  
4054 Delta Street  
San Diego, California 92113  
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-  
ment 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  
Deputy

By

575

And it is understood and agreed between said parties that time is of the essence of this contract, and the buyer shall fail to make the payments 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 or any part of the 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, (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 without any act of re-entry, or any other act of said seller to be performed and without any right of the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest in said seller as the agreed and reasonable rent of said premises 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 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 \$ 11,000.00 XXXXXXXXXXXXXXXXXXXXXXXX

In case suit or action is instituted to enforce 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.

Geno Gheller  
Jessie Laverne Gheller  
Paul Romero Brady  
Norma Rena Brady

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

STATE OF OREGON, )  
County of Klamath ) ss.  
September 28, 1978.  
Personally appeared the above named  
Geno and Jessie Gheller

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

Before me,  
Notary Public for Oregon  
My commission expires 3-22-81

STATE OF OREGON, County of ) ss.  
September 28, 1978.  
Personally appeared \_\_\_\_\_ and \_\_\_\_\_  
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 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:  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_ (SEAL)

Individual Acknowledgment  
STATE OF CALIFORNIA  
COUNTY OF San Diego } ss.  
On Oct. 19, 1978

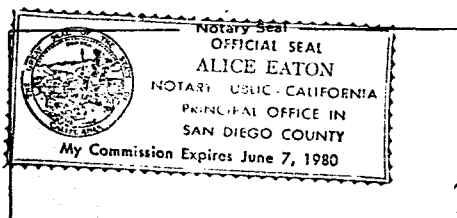
before me, the undersigned, a Notary Public in and for said County and State, personally appeared Paul Romero Brady and Norma Rena Brady \* \* \*

known to me to be the person(s) whose name(s) are \_\_\_\_\_ subscribed to the within instrument and acknowledged that they executed the same.

WITNESS my hand and official seal.

Alice Eaton

Notary Public in and for said County and State



Through the Courtesy of -  
FIRST CENTENNIAL TITLE CO., INC.



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Recorded for record at request of Transamerica Title Co.

on 27th day of October A. D. 1978 at 11:12 A.M., on

filed and recorded in Vol. M78, of Deeds on Page 24211

Wm D. MILNE, County Clerk

By: Kenneth A. Schuch

Fee \$6.00