

MTC 6830

Vol. 78 Page 25357

THIS CONTRACT, Made this **58183** day of **September**, 19 **78**, between
Malia, Inc.
and **Glendee W. Fitz**, hereinafter called the seller,

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 Northeast one-quarter of the Northwest one-quarter of Section 1,
T. 35 S., R 11 E., of the W.M., in the County of Klamath and State of
Oregon.

for the sum of **Thirteen Thousand Five Hundred and no/100** Dollars (\$ **13,500.00**)
(hereinafter called the purchase price) on account of which **ONE THOUSAND THREE HUNDRED FIFTY AND**
NO/100 (*) Dollars (\$ **1,350.00**) is paid on the execution hereof (the receipt of which
hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows,

to-wit:
Payable at not less than \$85.00 per month including principal and interest.
Purchaser to pay taxes when due. Pay off to be within 10 years of closing
date.

(*) Buyer to pay seller's closing costs and deduct that amount from
contract balance of \$12,150 as a payment)

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of **8 1/2** per cent per annum from
date until paid, interest to be paid **monthly** and * **prepayment** being included in the minimum reg-
ular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

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 or for a natural person for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on **Sept. 15**, 19 **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 any waste or strip thereof; that he will keep said premises free from mechanic's and all other
liens and give 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 \$ **None** 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 as soon as insured to the escrow agent hereinafter named. 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 has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title
has been examined by the buyer and is accepted and approved by him.
Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) convey-
ing the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting
the easements, building and other restrictions now of record, if any, and **See the title report for other**
encumbrances

and has placed said deed, together with an executed copy of this contract
and the title insurance policy mentioned above, in escrow with **Mt. Title Company of Klamath Falls, Oregon**
escrow agent, with instructions to deliver said deed, together with the fire and title insurance policies, to the order of the buyer, his heirs and assigns,
upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of
said purchase price and the respective installments thereof, promptly at the times provided therefor, to the said escrow agent for the use and benefit
of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid
by the buyer.

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 bal-
ance 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 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 revert in said 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, 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 \$ **13,500.00** (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 is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court
may judge reasonable as attorney's fees to be allowed plaintiff in said suit and if an appeal is taken from any judgment or decree of such trial
court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff'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 re-
spective heirs, executors, administrators, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the un-
dersigned 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.

Glendee W. Fitz
Glendee W. Fitz

Howard A. Pohrman
Howard A. Pohrman for Malia, Inc.

*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. 3308 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.

NOTE: The sentence between the sym-
bols () is not applicable, should be
deleted; see Oregon Revised Statutes,
Section 93.030. (Notarial acknowl-
edgment on reverse)

RECEIVED PAYMENTS ON WITHIN CONTRACT. AS FOLLOWS:

25358

[illegible]

CONTRACT

(FORM No. 854)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

AND

Address

Address:

Dated

Lot

19

Block

Addition

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 9th day of November, 19 78, at 4:17 o'clock P.M., and recorded in book M78 on page 25357 or as filing fee number 58183, Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Wm. D. Milne.

County Clerk..... Title.

3350 Democratic Club Deputy

Fee \$6.00 AFTER RECORDING RETURN TO
and tax statements to:

Glenda Fitz
1595 SE Cochran Dr.
Grasham, OR 97030

STATE OF OREGON,

County of MULTNOMAH } ss.

SEPTEMBER 25, 1978

Personally appeared the above named

personally appeared the above named
GLENDEE W. FITZ

ment to be HER and acknowledged the foregoing instru-
voluntary act and deed.

Belogorino:

Notary Public for Oregon

My Commission expires:

STATE OF OREGON, County of
September

September

19.78

Multnomah

Personally appeared

Howard A. Pohrman

...who, being duly sworn

each for himself and not one for the other, did say that the former is the

and that the seal attixed 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:

Before me

Notary Public for Oregon

My commission expires: 11/30/81

(SEAL