

58186

CONTRACT—REAL ESTATE

Vol. M78 Page 25365

THIS CONTRACT, Made this 25th day of September, 1978, between
RAYMOND F. ZAROSINSKI and MILLIE T. ZAROSINSKI, husband and
 wife
 and EDWARD A. ROCHETTE and GERALDINE R. ROCHETTE, husband and wife,
 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 portion of Lot 6 in Block 41 NICHOLS ADDITION to the City of
 Klamath Falls, more particularly described as follows:
 Beginning at the most Westerly corner of said Block 41, said point
 also being the intersection of the Northeasterly line of 6th Street
 and the Southeasterly line of Washington Street; thence Northeaster-
 ly along the Northwesterly line of said Block 41, 100 feet to the
 true point of beginning; thence Southeasterly at right angles
 80 feet to a point; thence Northeasterly at right angles 30 feet
 to a point on the Northeast line of said Lot 6; thence North-
 westerly along said line 80 feet more or less to the most North-
 erly corner thereof; thence Southwesterly along the Northwesterly
 line of said Block 41, 30 feet, to the point of beginning.

SUBJECT TO: Any reservations, restrictions, rights-of-way, easements
 of record and any liens, encumbrances, or defects of
 title that originate or are placed of record after March
 14, 1977.

for the sum of EIGHT THOUSAND FOUR HUNDRED SEVENTY-ONE AND 93/100 8,471.93,
 (hereinafter called the purchase price), on account of which N/A Dollars (\$8,471.93)
 Dollars (\$8,471.93) 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: \$8,471.93) to the order
 of the seller in monthly payments of not less than One Hundred Fifty and 45/100 Dollars (\$150.45) each,

payable on the 1st 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 8-1/2 per cent per annum from
November 1, 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 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) for an investment or business purpose

The buyer shall be entitled to possession of said lands on recording of this contract 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 \$ 8,471.93 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 10 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 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.

RAYMOND F. ZAROSINSKI
 c/o Del Parks, Attorney at Law
 Bolvin Building
 Klamath Falls, OR 97601
 EDWARD A. ROCHETTE
 713 D Wright Avenue
 Klamath Falls, OR 97601

BUYER'S NAME AND ADDRESS

After recording return to:

EDWARD A. ROCHETTE
 713 D Wright Ave.
 Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

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

EDWARD A. ROCHETTE
 713 D Wright Ave.
 Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____ ss.

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 Berneth

SPACE RESERVED
 FOR
 RECORDER'S USE

OK
 600

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.

This agreement shall bind and inure to the benefit of the parties hereto, their heirs, assigns, personal representatives, executors, administrators, legal representatives, successors and assigns, and shall apply equally to corporations and to individuals.

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.

Edward A. Rochette Buyer

Raymond F. Zarosinski, Seller
 Millie T. Zarosinski, Seller

Geraldine R. Rochette, Buyer

NOTE—The sentence between the symbols \odot , if not applicable, should be deleted. See

Milli

015 23 000

STATE OF OREGON,)
County of Klamath) ss.
September 25 1978

STATE OF OREGON, County of) ss
..... 19.....

Personally appeared _____ and _____ who, being duly sworn, for himself and not one for the other, did say that the former is the president and that the latter is the secretary of _____

Personally appeared the above named.....
Edward A. & Geraldine R.
Rochette, husband & wife; Ray-
mond F. and Michalievee Z. Zagosinski,
husband & wife
ment 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:

Before me: Francis J. Klein
(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires 8-14-81

Notary Public for Oregon
My commission expires:

ORS 93.695 (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.

ORS 93.900(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.

...ed for record at request of

was 9th day of November A. D. 1978 at 4:48 P. M., and
 duly recorded in Vol. M78 of Deeds on Page 25365

Wm D. MILNE, County Clerk

Fee \$6.00

94-583