

58936

CONTRACT—REAL ESTATE

Vol. 78

Page

26657

THIS CONTRACT, Made this 15th day of November, 1978, between Bruce E. Brink and Barbara L. Brink, husband and wife, and Patrick L. Roach and Shirley A. Roach, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

Lot 55, Fairs Acres Subdivision No. 1, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon aka 1026 Homedale Road, Klamath Falls, Oregon 97601

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KLA 1601200 11 100 11 100 11 100 11 100

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for the sum of \* \* \* \* \*Thirty eight thousand six hundred fifty\*\*Dollars (\$38,650.00...) (hereinafter called the purchase price), on account of which \* \* \*One thousand and no/100\* \* \* \* \* Dollars (\$1,000.00...) 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: \$37,650.00...) to the order of the seller in monthly payments of not less than Three hundred sixteen and no/100\* \* \* \* \* Dollars (\$316.00...) each, payments will include interest and taxes, there will be a prorated payment to cover period of November 15, 1978 to November 30, 1978 payments may be increased proportionate to increase of taxes in future years payable on the 1st day of each month hereafter beginning with the month of December 1, 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 9.50 per cent per annum from

December 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 prorated between the parties hereto as of the date of this contract. Taxes will be paid by seller and added back to contract each year.

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, and that any use for other than agricultural purposes is secondary and incidental to the primary use.

The buyer shall be entitled to possession of said lands on November 16, 1978, 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 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 \$25,000.00 in a company or companies satisfactory to the seller with loss payable first to the seller and then to the buyer as 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 the seller for buyer's breach of contract.

The seller agrees that at his expense and within N/A 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; Stevens-Ness Form No. 1307 or similar.

Bruce E. and Barbara L. Brink  
602 Pacific Terrace  
Klamath Falls, Oregon 97601

SELLER'S NAME AND ADDRESS

Patrick L. and Shirley A. Roach  
1026 Homedale Rd.  
Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

After recording return to:

Bruce E. and Barbara L. Brink  
602 Pacific Terrace  
Klamath Falls, Oregon 97601

If a change is requested all tax statements shall be sent to the following address:  
Bruce E. and Barbara L. Brink  
Klamath First Federal Savings & Loan  
540 Main St., Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

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/reel number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By Deputy

SP9228

sh 62

~~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.~~

Five years from the date of this contract, the property is to be refinanced. The buyer will apply to at least three lending institutions per year until a new loan is secured. If property is resold during term of this contract, the existing first mortgage must be paid in full.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 1,000.00 ~~However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which):~~ the whole

~~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 a trial court shall judge reasonable as attorney's fees to be allowed by 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, 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.

**NOTE**—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030)

STATE OF OREGON.

County of Hanover

November 12, 1978

Personally appeared the above named

Grace E. Beink and Barbara

1st Bank on to completion of the

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

**Before me:**

(OFFICIAL SEAL)

**Notary Public for Oregon**

My commission expires

STATE OF OREGON, County of

19

**Personally appeared**

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.

(SEAL)

Notary Public for Oregon

**My commission expires:**

ORCS 99.035 (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 have not 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.

OF THE CIVIL SERVICE COMMISSION (DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH: ss

Filed for record ~~XXXXXXXXXX~~ ~~XXXXXX~~

on 27th day of November A. D. 1978 at 3:34 clock PM., and

duly recorded in Vol. M78, of Deeds on Page 26657

Wm D. MILNE, County Clerk

Fee \$6.00

By Resurrection J. Teller

ПОСЛЕДНЕГО ПОСЛАНИЕ ПИИИИ ОЛЕВОИ ПИИИИ

ON THE 11TH OF THE MONTH OF JANUARY 1961, ONE OF THE FOUR  
TOP 20, BEING WOLFE, CONSPIRATOR NO. 1, RECOGNIZED IN THE ST. LOUIS PRESS PHOTO.

opened under the banner "United in  
 spirit strong to act" and the poster had the first slogan to introduce them in  
 the name of the organization.

INITIALS 22 ELH 1944 in cooperation with the British Government and

10-11-68  
10-11-68

CLASS E. BIRTH AND DEATHS P. DEATHS CURRENT AND NILE  
THIS COMPLETES WORK AND IS THE LAST OF THE RECORDS.

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COMING - NEW STYLE

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