

61454

FORM No. 706—CONTRACT—REAL ESTATE—Monthly Payments.

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

CONTRACT—REAL ESTATE

Vol. 79 Page 1785

38-17491-S

THIS CONTRACT, Made this 18th day of January, 1979, between
Grace L. Turnage and Guy P. Turnage, with right of survivorshipand Charles J. & Beverly E. DiPietro, 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:Lot B in Block 68 of Nichols Addition to the City of Klamath Falls,
Klamath County, Oregon.for the sum of Twenty-Six Thousand Five Hundred Dollars (\$ 26,500.00)
(hereinafter called the purchase price), on account of which Fifteen Hundred & 00/100
Dollars (\$ 1,500.00) 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: \$ 25,000.00) to the order
of the seller in monthly payments of not less than Two Hundred Twenty-Eight & 69/100
Dollars (\$ 228.69) each, *****payable on the 5th day of each month hereafter beginning with the month of February, 1979,
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 10 1/2 per cent per annum from
January 22, 1979 until paid, interest to be paid Monthly and *****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, and not for business or commercial purposes other than agricultural purposes.
(B) 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 January 22, 1979, 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 says 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 amountFull Insurable Coverage
not less than the full insurable value of the buildings, 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.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. 307 or similar.Grace L. Turnage
120 Dixon Landing Road #135
Milpitas, CA 95035
SELLER'S NAME AND ADDRESSCharles J. & Beverly E. DiPietro
P.O. Box 1345
Klamath Falls, OR 97601
BUYER'S NAME AND ADDRESSAfter recording return to:
Guy P. Turnage
5292 Gatewood Drive
Klamath Falls, OR 97601
NAME, ADDRESS, ZIPUntil a change is requested all tax statements shall be sent to the following address:
Guy P. Turnage
5292 Gatewood Drive
Klamath Falls, OR 97601
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/roll number _____

Record of Deeds of said county.

Witness my hand and seal of
County affixedRecording Officer
By _____ Deputy

3269

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 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 re-vest 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 value 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.

Seller agrees that personal property listed as: Range, curtains and drapes are included in the total purchase price of Twenty-Six Thousand Five Hundred & 00/100 dollars (\$26,500.00)

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$26,500.00

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 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.

Charles J. Di Pietro *Guy P. Turnage*
Beverly E. Di Pietro *Grace L. Turnage by Guy P. Turnage P.O.A.*

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

STATE OF OREGON, County of Klamath, ss. 19 day of January, 1979.
 Personally appeared, Guy P. Turnage having a General Power-of-Attorney for Grace L. Turnage and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me, *Donna K. Pick* Notary Public for Oregon, My commission expires 5/6/81.
 (OFFICIAL SEAL) *Donna K. Pick* Notary Public for Oregon, My commission expires 5/6/81.

ORS 93.635 (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 thereby, 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 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.

DESCRIPTION (CONTINUED)

STATE OF OREGON, County of Klamath, ss.

BE IT REMEMBERED, That on this 19 day of January, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Charles J. Di Pietro and Beverly E. Di Pietro

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

Donna K. Pick Notary Public for Oregon, My Commission expires 5/6/81.
 My Commission Expires 5/6/81

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 22nd day of January A.D., 1979 at 10:35 o'clock A M., and duly recorded in Vol M79 of Deeds on Page 1785.

FEE \$6.00
 WM. D. MILNE, County Clerk
 By *Bernetha E. Helath* Deputy