

MT 7375

61922

CONTRACT—REAL ESTATE

Vol. M79 Page 2565



THIS CONTRACT, Made this 24TH day of JANUARY, 1979, between
JAMES PATRICK O'SHEA and JEAN M. KAHAHANE

and JOHN GOODMAN and SHERYL A. GOODMAN, 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 8 in Block 5, of SOUTH CHILOQUIN, according to the official plat thereof on file in
the office of the County Clerk of Klamath County, Oregon.

SUBJECT, however to the following:

1. Unrecorded Contract, dated wherein the Vendor is J.L. Buck and Floy O. Buck, husband and wife, and the Vendee is John A. Kalita.
2. Unrecorded Contract, dated April 6, 1974 wherein the Vendor is John A. Kalita and the Vendee is Charles "S" Snyder and Josephine L. Snyder, husband and wife.
3. Recorded Contract dated January 12, 1977 and Recorded February 16, 1977, wherein the Vendor is Charles "S" Snyder and Josephine L. Snyder, husband and wife, and the Vendee is James Patrick O'Shea and Jean M. Kahahane.

Note: The above three contracts named in item 1, 2 and 3 above the buyer does not assume or agree to pay and seller herein covenants that he will hold buyer harmless therefrom.

SYLVIA CIEVE CONNELL
LAW OFFICES OF
JOHN MICHAEL CROWLEY
DOWNA MICHAEL

RECEIVED / 58 PM
JAN 31 1979
for the sum of Twenty-Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$23,750.00)
(hereinafter called the purchase price), on account of which Two Thousand Seven Hundred Sixty and 00/100 Dollars (\$2,760.00) 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: \$20,990.00) to the order of the seller in monthly payments of not less than One Hundred Fifty Seven and 43/100 Dollars (\$157.43) each, or more, until February 15, 1982, thence in monthly installments of \$238.87, or more, no prepayment penalty, payable on the 15th 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; and continuing until said purchase price shall bear interest at the rate of nine per cent per annum from all deferred balances of said purchase price shall bear interest at the rate of nine per cent per annum from January 15, 1979, until paid, interest to be paid monthly and * being included in the maximum monthly payments above required. Taxes on said premises for the current tax year shall be proportionately divided 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 free from all liens, encumbrances, restrictions, easements, leases, options, charges or other burdens, except such as are set forth in this contract, and that the title to the property is clear and free from all liens, encumbrances, restrictions, easements, leases, options, charges or other burdens, except such as are set forth in this contract. The buyer agrees that if at any time 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 damage thereto; that he will keep said premises free from mechanic's and all other liens and save the seller harmless theretom 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 they fall due, 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 original cost or damage by fire (with extended coverage) in an amount

not less than \$21,000.00, 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 thirty 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's name, subject to the date of this agreement, and save and except the usual printed exceptions and easements noted and record, if any. Seller also agrees that 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 all 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 covenants and restrictions and the taxes and 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 "listing 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. Stevens-Ness Form No. 1308 or similar unless the buyer will become a first lien to finance the purchase of a dwelling in which event use Stevens-Ness Form No. 1307 or similar.

James O'Shea & Jean Kahahane

740 E. Washington

Sunnyvale, CA 94086

SELLER'S NAME AND ADDRESS

John And Sheryl Goodman

PO Box 282

Chiloquin, OR 97624

BUYER'S NAME AND ADDRESS

After recording return to:

John and Sheryl Goodman

PO Box 282

Chiloquin, OR 97624

NAME, ADDRESS, ZIP

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

John and Sheryl Goodman

PO Box 282

Chiloquin, OR 97624

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 or Deed of said county.

Witness my hand and seal of County affixed

By: *[Signature]*
Recording Officer
Deputy

verso

CUSTOMER: OK 21937

2566

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 payment required, or any of them, punctually within 20 days of the time limited herefor, 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 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, recoupment or compensation for damages 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 rights 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.

CUSTOMER: OK 21937

LO 127-123

JOHN AND SHERYL GOODMAN

STATE ACTS: CV 4010

23,750.00

However, the actual consideration con-

sisit of or include the property or amount possessed which is the whole consideration (indicates which) ☐

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 my party's attorney's fees on such appeal, 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 considering 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 thereto by order of its board of directors.

X John Goodman

Sheryl A. Goodman

John Goodman

Sheryl A. Goodman

James Patrick O'Shea

Jean M. Kahahane

NOTE—The sentence between the symbols ☐, if not applicable, should be deleted. See QAS (3030).

STATE OF OREGON, California)
County of Santa Clara) ss.
January 11, 1979

STATE OF OREGON, County of)
Santa Clara) ss.
January 11, 1979

, 19,

Personally appeared James Patrick O'Shea and Jean M. Kahahane

Personally appeared ... and

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

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

TSINGAIP, IP, ROAD
Before me, *Donna Michael*
(OFFICIAL TITLE IN) *Donna Michael*
SEAL) TSINGAIP, IP, ROAD

a corporation, 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: *Donna Michael*

Before me:

NOTARY PUBLIC FOR CALIFORNIA, AND
DONNA MICHAEL My commission expires 9-10-82

NOTARY PUBLIC FOR OREGON
My commission expires 9-10-82

(SEAL)

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, shall be acknowledged in the manner provided for acknowledgement of deeds by the conveyor of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyee not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.630(3) Violation of ORS 93.635 is punishable upon conviction, by a fine of not more than \$100.

FOR THE 2010 OR 2011 EDITION OF THIS FORM (DESCRIPTION CONTINUED) FEE 100.00 DUE DATE 06/30/2010

FOR THE 2010 OR 2011 EDITION OF THIS FORM (DESCRIPTION CONTINUED) FEE 100.00 DUE DATE 06/30/2010

DONNA MICHAEL
NOTARY PUBLIC - CALIFORNIA
PRINCIPAL OFFICE IN
SANTA CLARA COUNTY

SIXTY CONSECUTIVE DAYS AT NO FEES UNLESS FEE IS PAID.

RECEIVED IN THE STATE OF OREGON, COUNTY OF KLAMATH; ss.

RECEIVED IN THE STATE OF OREGON, COUNTY OF KLAMATH; ss.

RECORDED CONCERNING DEEDS TO REQUEST OF Mountain Title Co.

RECORDED CONCERNING DEEDS TO REQUEST OF Mountain Title Co.

SUCH RECORDING IS MADE THIS 21st day of January, A.D. 1979 at 1:56 o'clock P.M., and

RECORDED CONCERNING DEEDS TO REQUEST OF Mountain Title Co.

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