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CONTRACT—REAL ESTATE

Vol. 19

Page 2872



THIS CONTRACT, Made the 31st day of January, 1979, between  
Douglas H. Howser and Alta Ruth Howser

of the County of Klamath and State of Oregon, hereinafter called the  
 seller, and Winema Peninsula, Inc., an Oregon Corporation

of Klamath and State of Oregon, hereinafter called the buyer,

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as  
 hereinafter specified, the seller hereby agrees to sell, and the buyer agrees to purchase, the following described real  
 estate, situate in the County of Klamath, State of Oregon, to-wit:

Two parcels of land situated in Section 16 and Section 21, T35S, R7E, W.M. Klamath County,  
 Oregon, being more particularly described as follows:

PARCEL 1: Government Lots 38 and 39 of said Section 16; excepting therefrom that portion  
 of said Lots 38 and 39 of said Lots 38 and 39 lying within the right-of-ways of State

Highway No. 62 and U.S. Highway 97.  
 PARCEL 2: All of Governments Lots 2, 3, 9, 14, 40, and 41 of said Section 21, lying East  
 of the Easterly right-of-way line of U.S. Highway 97.

EXCEPTING THEREFROM: That parcel of land described in Volume M73 at Page 2138, Deed  
 Records of Klamath County, Oregon.

for the sum of One Hundred Fifty Thousand and no/100 Dollars (\$150,000.00.)  
 on account of which Thirty-seven Thousand Five Hundred and no/100 Dollars (\$37,500.00.)  
 is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be  
 paid to the order of the seller with interest at the rate of 8 1/2 per cent per annum from January 1,  
 1979, on the dates and in amounts as follows: a like installment on the 1st day of each

February, thereafter, to and including the 1st day of February, 19782, each of said  
 annual payments plus interest on the unpaid balances.

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 (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The buyer, in consideration of the premises,  
 hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly  
 and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the seller  
 against loss or damage by fire (with extended coverage) in an amount not less than \$100,000.00 in a company or companies satisfactory to seller,  
 and will have all policies of insurance on said premises made payable to the seller as seller's interest may appear and will deliver all policies of insurance on said  
 premises to the seller as soon as insured; All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above  
 described premises.

(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.

Douglas J. and Alta Ruth Howser  
1453 McClellan Drive  
Klamath Falls, Oregon 97601  
 SELLER'S NAME AND ADDRESS

Winema Peninsula, Inc.  
111 Valley Street  
Chiloquin, Oregon 97624  
 BUYER'S NAME AND ADDRESS

After recording return to:  
Enver Bozgoz, Attorney at Law  
260 Main Street  
Klamath Falls, Oregon 97601  
 NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:  
Winema Peninsula, Inc.  
111 Valley Street  
Chiloquin, Oregon 97624  
 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/reel number \_\_\_\_\_

Record of Deeds of said county.

Witness my hand and seal of  
 County affixed.

Recording Officer

By \_\_\_\_\_ Deputy

RECEIVED FEB 6 1979

920 am

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On the seller agrees that at his expense and within 30 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.

But in case the buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the seller 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 and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the buyer derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and remain in the seller without any declaration of forfeiture or act of re-entry, or without any other act by seller to be performed and without any right of the seller of reclamation or compensation for money paid or for improvements made as absolutely fully, and perfectly as if this agreement had never been made.

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 seller's 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 thereof or as a waiver of the provision itself.

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The true and actual consideration paid for this transfer, stated in terms of dollars, is \$150,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). @

And in case suit for action is instituted to foreclose this contract or to enforce any provision thereof, 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 in said suit or action 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, as well as the buyer, may be more than one person; 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 duplicate; 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.

*Douglas J. Howser*  
*Alta Ruth Howser*

*Winema Peninsula Inc*  
*Leroy Gienger (Pres)*  
*Elvina P. Gienger (Sec)*

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

STATE OF OREGON, )  
County of Klamath ) ss.  
January 31, 19 79

Personally appeared the above named  
Douglas J. Howser and Alta Ruth Howser

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

Before me:  
(OFFICIAL SEAL) *Shane Rozz*  
Notary Public for Oregon  
My commission expires 1-18-80

STATE OF OREGON, County of Klamath  
February 1, 19 79

Personally appeared Leroy Gienger  
Elvina P. Gienger

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 Winema Peninsula, Inc.

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:  
(OFFICIAL SEAL) *Shane Rozz*  
Notary Public for Oregon  
My commission expires 1-18-80

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

(DESCRIPTION CONTINUED)

18-32 on the date hereof in substance as follows: (DESCRIPTION CONTINUED) on the 1st day of February, 1979, at 9:15 A.M. and duly recorded in Vol. 79 of DEEDS at 2872.

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
EXCELLING INDEEDS: 1979 DECEMBER 31 OF 1900 RECORDED IN ACQUISITION OF 1900 DEEDS 2872-1900

led for record EXCELLING INDEEDS  
6th day of February A.D. 1979 at 9:15 A.M. and

duly recorded in Vol. 79 of DEEDS at 2872  
FEE \$6.00  
W.D. MILNE, County Clerk

*Shane Rozz*

MILNE, ss. Notary Public for Oregon  
My commission expires 1-18-80

of Klamath

of the County of Klamath

THIS CONTRACT MADE BY

28100

CONTRACT-1979 DEEDS

AD 1979

2872