

38-17055-S

62574

CONTRACT—REAL ESTATE

Vol. 79 Page

3565

THIS CONTRACT, Made this 12 day of February, 1979, between Oreranches, Inc., an Oregon Corporation,

and Clifford E. Shelby and Effie L. Shelby, husband and wife,

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 3, Block 1, Tract No. 1114, in the County of Klamath, State of Oregon.

Subject, however, to the following:

1. Rights of the public in and to any portion of said premises lying within the limits of the roads and highways. Some as disclosed by Deed Books 289 at page 627, 310 at page 430, 307 at page 337, 311 at page 566 and 333 at page 648, and by Miscellaneous Volume 14, instrument No. 48540 and 13 at page 203.
2. Reservations of Fire Roads by United States of America as set forth in Deed Books 291 at page 312 and 301 at page 374.
3. Reservation of right of way of California & Eastern Railroad and of United States of America fire roads, including the terms and provisions thereof, as set forth in Deed books 301 at page 374 and 310 at page 430.
4. An easement created by instrument, including the terms and provisions thereof.

Dated February 18, 1970

(For continuation of this document, see reverse side of this contract.)

for the sum of Fourteen thousand five hundred and no/100 Dollars (\$14,500.00) (hereinafter called the purchase price), on account of which Four thousand two hundred and no/100 Dollars (\$4,200.00) 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: \$10,300.00) to the order of the seller in monthly payments of not less than One hundred thirty and 50/100 Dollars (\$130.50) each, or more, prepayment without penalty.

payable on the 12 day of each month hereafter beginning with the month of March, 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 9 per cent per annum from February 12, 1979, until paid; interest to be paid monthly and * (in addition to 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.

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 or a natural person as for business or commercial purposes other than agricultural purposes. The buyer shall be entitled to possession of said lands on closing, 19 79, 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 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 full insurable value not less than \$ 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 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.

(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, or 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-Neess 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-Neess Form No. 1307 or similar.

RECEIVED 1103 AM FEB 14 1979

STATE OF OREGON, ss. County of Klamath. I certify that the within instrument was received for record on the day of 1979, 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

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to: A - Donna

NAME, ADDRESS, ZIP

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

3931 S. Shasta Way
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

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 30 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 terminate 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 hereunder to return, reclamation or compensation for case of such default; all payments theretofore made on this contract are to be retained by and belong to said seller as they are; and in case of such default all payments theretofore made on this contract are to be retained by and belong to said seller as they are; and in case of such default, 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$14,500.00. However, the actual consideration consists of the inclusion of other property or value given or promised which is the whole consideration. (Indicate 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 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 thereto by order of its board of directors.

By: *[Signature]*
 By: *[Signature]*

NOTE - The sentence between the symbols () if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, County of Klamath) ss.
 February 12, 1979
 Personally appeared *[Signature]* and *[Signature]*
 E. Shelby and Effie L. Shelby, each for himself and not one for the other, did say that the former is the husband and wife, and that the latter is the secretary of Oreranches, Inc.

and acknowledged the foregoing instrument 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: *[Signature]*
 DONNA K. RICK
 NOTARY PUBLIC, OREGON
 My Commission Expires *[Date]*

OFFICIAL SEAL
 My Commission Expires *[Date]*

My Commission Expires *[Date]*

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

Recorded February 25, 1970 Book: M-70 Page: 1509
 In favor of Owners of adjacent or contiguous land
 For Roadway and utility purposes

5. Trust Deed, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$11,200.00
 Dated March 20, 1978
 Recorded May 2, 1978 Book: M-78 Page: 877
 Trustor Oreranches, Inc.
 Trustee Klamath County Title Company
 Beneficiary Charles F. Breslin, which Buyers herein do not assume and agree to pay, and Seller further covenants to and with Buyers that the said prior trust deed shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said trust deed upon payment of this contract.

It is hereby agreed by and between the parties hereto that when this contract is paid in full a warranty deed from the corporation Oreranches, Inc., will be given to Buyers.

It is further hereby agreed by and between Seller and Buyers, that Seller will subordinate to Buyers as necessary for building purposes. Terms of said subordination to be mutually agreed to by both parties.

STATE OF OREGON; COUNTY OF KLAMATH; ss

I hereby certify that the within instrument was received and filed for record on the 14th day of February A.D., 1979 at 11:03 o'clock A.M., and duly recorded in Vol. M79 of Deeds on Page 3565.

FEE \$6.00
 WM. D. MILNE, County Clerk
 By: *[Signature]* Deputy