

62638

CONTRACT—REAL ESTATE

Vol. 79 Page 3650

THIS CONTRACT, Made this 2nd day of January, 1979, between Hal Chase also known as Harold Edward Chase, Jr. hereinafter called the seller, and Paul E. Kramer and Faith S. Foster, husband and wife 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:

The North one-half of Lot 1 of Tract 1118, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

(For a continuation of this document, see the attached Exhibit "A" and by this reference made a part hereof.)

for the sum of Thirteen Thousand Five Hundred and 00/100—Dollars (\$ 13,500.00) (hereinafter called the purchase price), on account of which Four Thousand and 00/100—Dollars (\$ 4,000.00) 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: \$ 9,500.00) to the order of the seller in monthly payments of not less than One Hundred Thirty Six and 72/100—Dollars (\$ 136.72) each, or more, prepayment without penalty.

payable on the 1st 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 8 1/2 per cent per annum from January 1, 1979 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.

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, or (B) for an organization or for a buyer who is a natural person for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on January 1, 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 save 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 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 \$ 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.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals at the County of Klamath, State of Oregon, this 2nd day of January, 1979.

(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.

Hal Chase
102 Rollingwood Dr.
Boulder Creek, CA 95006

SELLER'S NAME AND ADDRESS

Paul Kramer & Faith Foster
3001 Wendell Way
Riverside, CA 92507

BUYER'S NAME AND ADDRESS

After recording return to:
Winema Real Estate
PO Box 376
Chiloquin OR 97624

Until a change is requested all tax statements shall be sent to the following address:
Paul Kramer and Faith Foster
3001 Wendell Way
Riverside, CA 92507

NAME, ADDRESS, ZIP

STATE OF OREGON,

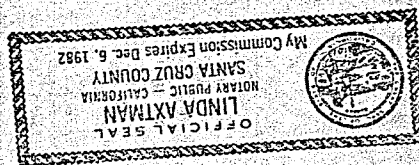
County of

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



OFFICIAL SEAL
LINDA AXTMAN
NOTARY PUBLIC - CALIFORNIA
SANTA CRUZ COUNTY
My Commission Expires Dec. 6, 1982

My Commission Expires _____
 DECEMBER 6, 1982
 Notary Public in and for said County and State of California
 NP 2 2/70 12740

known to me to be the person whose name _____
 subscribed to the _____
 within instrument, and acknowledged to me that he executed the same.
 In witness whereof, I have hereunto set my hand and affixed my official
 seal the day and year in this Certificate first above written.

On this 31ST day of JANUARY
A.D. 19 19 before me,
a Notary Public in and for the said
County and State, residing therein, duly commissioned and sworn, personally
appeared HAR. F. CHASE, JR.

State of California

[illegible]

REALTY OFFICIAL SEAL
 EVELYN QUELINE M. SCHULTZ
 NOTARY PUBLIC - CALIFORNIA
 RIVERSIDE COUNTY
 MAY 14 1982

My commission expires: not specified
Notary Public for Oregon

Before me, _____, Secretary of _____, a corporation, acknowledged said instrument to be its 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 due and proper form by authority of the board of directors, and each of them.

Personally appeared _____
_____, who, being duly sworn,
deposes and says that the former is the
president and that the latter is the

Paul E. Kramer and Faith S. Foster,
and acknowledged the foregoing instru-
their
voluntary act and deed

STATE OF CALIFORNIA)
COUNTY OF RIVERSIDE) ss.
January 2, 1979
Personally appeared the above named

STATE OF OREGON, County of _____, ss. _____, 19____.

Paul E. Kramer
Faith S. Foster

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate; if either of the undersigned shall make a statement or apply to the provisions hereof, not only the immediate parties but also the successors in interest and assigns as well. This agreement shall bind and inure to the benefit of, and apply to, the undersigned and their heirs, executors, administrators, personal representatives, successors in interest and assigns as well.

* James E. Kramet
Paul E. Kramet

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.

[illegible][illegible][illegible]

SUBJECT, however, to the following:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
2. Right of way for pole and wire lines and other facilities for the transmission and distribution of electricity and incidentals, 15 feet wide, as conveyed to The California Oregon Power Company by deed recorded November 9, 1961 in Volume 333, page 563, Deed Records of Klamath County, Oregon. (General location)
3. Recital in the deed from the United States of America recorded April 23, 1976 in Volume M76, page 6028, Microfilm Records of Klamath County, Oregon, to wit:

"Title to the above described property is conveyed subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record."
4. Reservation of all subsurface rights, except water in trust, for the heirs of Mollie Weeks, deceased Klamath Allottee No. 618, as reserved in the Deed from the United States of America recorded April 23, 1976, page 6028, Microfilm Records of Klamath County, Oregon.
5. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion or national origin, imposed by instrument, including the terms and provisions thereof, recorded July 1, 1976 in Volume M76, page 10037, Microfilm Records of Klamath County, Oregon, as follows:

"(1) Reserving to Henry Wolff, Gerald Wolff, Gerry Warren Wolff and Eric Wolff, hunting and fishing rights on the above described real property; (2) Reserving a right of ingress and egress upon and across the above described property for the purpose of keeping and maintaining the irrigation ditches located on said real property, and construction of same. (3) Reserving to Henry and Gerald Wolff Ranch, Inc., one-half of all mineral rights located on said property."
6. Reservations as contained in plat dedication, to wit:

"said plat subject to: (1) A non-exclusive public easement, for ingress and egress as shown on the annexed map, (2) All residences built must conform to flood plain requirements as shown by the apparent highwater line on the annexed map; (3) A 75 foot building setback line along side lot lines; (4) All easements and reservations of record and additional restrictions as provided in any recorded protective covenants,"
7. Real Estate Contract, including the terms and provisions thereof, dated November 15, 1976, recorded November 24, 1976 in Volume M76, page 18944, Microfilm Records of Klamath County, Oregon, between Henry and Gerald Wolff Ranch, Inc., Vendor and Harold Edward Chase, Jr., Vendee, which buyer does not agree to pay and seller herein covenants that he will hold buyer harmless therefrom.
8. All the terms and provisions as contained in that certain instrument dated August 3, 1978, executed by the Klamath County Board of Commissioners, recorded August 8, 1978 in Volume M78, page 17821, Microfilm Records of Klamath County, Oregon, which, among other things, provides that said land shall not be divided into lots of less than ten (10) acres, for a period of time as provided therein.
9. An easement reserved for ingress and egress purposes 60 feet wide adjacent and parallel to the West boundary thereof.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 15th day of February A.D., 19 79 at 11:00 o'clock A M., and duly recorded in Vol M79 of Deeds on Page 3650.

FEE \$9.00

WM. D. MILNE, County Clerk

By Bruce S. Sellsch Deputy