

CONTRACT—REAL ESTATE

Vol. 79 Page 7859

65258

THIS CONTRACT, Made this 5th day of March, 1979, between David H. Blaser and Gloria G. Blaser, hereinafter called the seller, and Mark V. Blackmore, 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:

Block 61 Lot 6 of The 61st addition To Nimrod River Park as shown on map in official records of said county. Subject To: all conditions, covenants, reservations, restrictions, easements, rights and rights of record, official records of said county and state. Also known as approximately 2 1/2 acres owned by David and Gloria Blaser situated in Klamath County, Oregon.

for the sum of Two Thousand Five Hundred Dollars (\$2,500.00) (hereinafter called the purchase price), on account of which Two Hundred and Fifty Dollars (\$250.00) 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: \$2,250.00) to the order of the seller in monthly payments of not less than Fifty Dollars (\$50.00) each,

payable on the 5th day of each month hereafter beginning with the month of April, 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% per cent per annum from March 5th 1979 until paid, interest to be paid monthly and * (in addition to) 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, (B) for an organization or (C) 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 March 5th 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 not less than \$100,000 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 180 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, 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 disclosure, 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.

David and Gloria Blaser
10062 Premier St
Westminster, California 92683
SELLER'S NAME AND ADDRESS

Mark V. Blackmore
377 N. Polk
Eugene, Oregon 97402
BUYER'S NAME AND ADDRESS

After recording return to:

Mark V. Blackmore
377 N. Polk
Eugene, Oregon 97402
NAME, ADDRESS, ZIP

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

Mark V. Blackmore
377 N. Polk
Eugene, Oregon 97402
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/roll number _____.

Record of Deeds of said county.

Witness my hand and seal of County affixed.

Recording Officer

By _____

Deputy

1980

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.

SPECIAL CONDITIONS: Seller warrants that property can be septic approved, at buyers expense, and local electric lines can be brought to the property at no cost to the buyer, providing buyer has valid building permit. Buyer and Seller agree that this warranty shall remain in effect only until August 31, 1979. Buyer and

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 2500⁰⁰ ☐ However, the actual consideration consists of or includes other property or value given or promised which is ~~part of the~~ 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 award, judgment 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.

X Mark v. Blackmore

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 98.030.

STATE OF ~~OREGON~~, Calif }
County of Orange } ss.
March 10 1979

Personally appeared the above named
David H. Blaser and
Gloria Blaser
and acknowledged the foregoing instru-
ment to be voluntary act and deed

STATE OF OREGON, County of) ss.

 19.....

Personally appeared and
..... 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

....., a corporation,
and that the seal attixed 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:

(SEAL)

Notary Public for Oregon
My commission expires:



OFFICIAL SEAL
Notary Public for Orange County
Principal Office in
ORANGE COUNTY
EXPIRES OCTOBER 9 1980
My commission expires

Oct 9, 1980

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 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

101 116 97.0 Cl

(DESCRIPTION CONTINUED)

Special Conditions continued: Seller agree That it shall be the buyers responsibility to verify septic approval and power supply to the property by August 31, 1979, at Buyers expense. If septic cannot be approved by August 31, 1979, or if Buyer finds That he cannot obtain power at no cost to himself, Then, at Buyers option, Buyer can declare This contract Null and Void and Buyer is entitled To a full refund of all money paid on This contract. _____

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 10th day of April A.D., 19 79 at 10:24 o'clock A M., and duly recorded in Vol. M79, of Deeds on Page 7859.

FEE \$6.00

WM. D. MILNE, County Clerk

By Bernetha Hetch Deputy

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