

TT

65419

CONTRACT—REAL ESTATE

Vol. 179 Page

THIS CONTRACT, Made this 28 day of JANUARY, 1979, between  
MX LAND & LIVESTOCK CORPORATION, P.O. BOX 213, MONTROSE, CALIFORNIA 91020

..., hereinafter called the seller,  
and CONKLIN-FENSTERMAKER INC., A CALIFORNIA CORPORATION,  
5112 N. Calmview Avenue, Baldwin Park, CA 91706, 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 KLANATH County, State of OREGON, to-wit:  
TOWNSHIP 38 SOUTH, RANGE 13 EAST, WILLAMETTE MERIDIAN, SECTION 26:  
NORTHWEST  $\frac{1}{4}$  SOUTHWEST  $\frac{1}{4}$  AND WEST  $\frac{1}{2}$  NORTHWEST  $\frac{1}{4}$  AND SECTION 27:  
NORTHEAST  $\frac{1}{4}$  NORTHEAST  $\frac{1}{4}$  (160 ACRES)

Subject to: Rights, rights of way, easement of record, and those  
apparent to the land.

for the sum of THIRTY-SIX THOUSAND AND NO/00 Dollars (\$ 36,000.00),  
hereinafter called the purchase price, of which \$ NONE has been paid at the time of the execution  
hereof, the receipt whereof hereby is acknowledged by the seller; the buyer agrees to pay the balance of said  
purchase price to the order of the seller at the times and in the amounts as follows, to-wit:  
\$377.00 or more per month, including 9% per annum interest beginning  
January 28, 1979 and on the 28th of every month until paid (168 months)  
Buyer and Seller pay Title Company charges 50/50, not to exceed \$100.00.

All of said purchase price may be paid at any time; all of the said deferred payments shall bear in-  
terest at the rate of 9 per cent per annum from this date until paid, said interest to be paid  
concurrently and \* <sup>in addition to</sup> being included in the minimum regular payments above required. Taxes on said  
premises for the current fiscal year shall be pro-rated 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 the purpose of the sale of real property for investment or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on JANUARY 28, 1979, and may retain such possession so long as  
he is not in default under the terms hereof. 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 law-  
fully 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

\$ NONE in a company or companies satisfactory to the seller, with loss payable to the seller as his interest 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 said described premises are now subject to a contract or a mortgage (the word mortgage as used herein includes within its meaning a trust  
deed) recorded in the Deed, Mortgage, Miscellaneous Records of said county in book \_\_\_\_\_ at page \_\_\_\_\_ and no more, with  
(reference to which hereby is made) on which the unpaid principal balance at this time is \$ \_\_\_\_\_ per

interest paid to \_\_\_\_\_, 1979, payable in installments of not less than \$ \_\_\_\_\_ per  
the seller agrees to pay all sums due and to become due on said contract or mortgage promptly at the times required for said payments and to keep  
said contract or mortgage free from default; should any of the installments on said mortgage so paid by the seller include taxes or insurance pre-  
miums on said described premises, the buyer agrees on seller's demand forthwith to repay to the seller that portion of said installments so paid  
applicable to taxes and insurance premiums; should the seller for any reason permit said contract or mortgage to be or become in default, the buyer  
may pay any sums required by him against the sums next to become due on the above purchase price pursuant to the terms of this contract.

The seller agrees that at his expense and within \_\_\_\_\_ days from the date hereof, he will furnish unto buyer a title insurance policy in-  
suring (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, and the said contract or mort-  
gage. 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 except  
ing, 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 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 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.

MX LAND & LIVESTOCK CORPORATION  
P.O. BOX 213  
MONTROSE, CALIFORNIA 91020

SELLER'S NAME AND ADDRESS

CONKLIN-FENSTERMAKER INC.  
5112 N. Calmview Avenue  
BALDWIN PARK, CALIFORNIA 91706

BUYER'S NAME AND ADDRESS

After recording return to:

MOUNTAIN TITLE CO. ATTN: PUEOLS  
407 Main Street  
KLANATH FALLS, OREGON 97601

NAME, ADDRESS, ZIP

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

CONKLIN-FENSTERMAKER INC.  
5112 N. Calmview Avenue  
BALDWIN PARK, CALIFORNIA 91706

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_

I ss.  
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.

SPACE RESERVED  
FOR  
RECORDER'S USE

Recording Officer

By \_\_\_\_\_

Deputy

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 20 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 with 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 de- termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert 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, reclamation or compensation for moneys 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 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 \$36,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).<sup>(1)</sup>

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 thereunto by order of its board of directors.

MX LAND AND LIVESTOCK CORPORATION

*Clifford E. Emich*  
President

NOTE—The sentence between the symbols <sup>(1)</sup>, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of \_\_\_\_\_ } ss.

19\_\_\_\_

Personally appeared the above named \_\_\_\_\_

and acknowledged the foregoing instrument to be \_\_\_\_\_ voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon  
My commission expires \_\_\_\_\_

STATE OF OREGON, County of *Klamath*

*April 13*, 19*79*

Personally appeared *C. J. EMICH*

and

each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn, president and that the latter is the \_\_\_\_\_

MX Land & Livestock Corporation, 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:

*Judy B. Pulver*  
Notary Public for Oregon

My commission expires: 8-23-81

(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 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.

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of *Mountain Title Co.*

is *13th* day of *April*, A. D. 1979 at *12:07* clock *AM*, and

uly recorded in Vol. *M79*, of *Deeds* on Page *8122*

*Wm D. MILNE*, County Clerk

Fee \$6.00

*Bernetha Shetch*