

1-1-74

69502

CONTRACT—REAL ESTATE

14876

+A38-19011-H

Vol. 79 Page

THIS CONTRACT, Made this 19th day of June, 1979, between
Robert A. Daugherty and Phyllis M. Daugherty, husband and wife,

and Billy C. Drumm and Shirley J. Drumm, husband and wife,
hereinafter called the seller,
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 Klamath County, State of Oregon, to-wit:

Lot 12 of ODESSA SUMMER HOME SITES, according to the official plat
thereof on file in the office of the County Clerk of Klamath County,
Oregon.

Subject, however, to the following:

1. A 20 foot building setback from street as shown on dedicated plat.
2. Restrictions and easements as contained in plat dedication, to-wit:
"Subject to setback lines of not less than 20 feet from street boundaries
and an easement strip 10.0 feet in width with right of ingress and egress
at the rear of all lots for public utilities."
3. Agreement for regulating water level of Klamath Lake, including the
terms and provisions thereof, between Herbert Fleishhacker, et ux, and
the California Oregon Power Company, recorded February 15, 1924, in Book
63 at page 459, Deed Records of Klamath County, Oregon.

(For continuation of this document, see reverse side of this contract.)
for the sum of Eighty-four thousand and no/100-----Dollars (\$ 84,000.00)

(hereinafter called the purchase price) on account of which Twenty thousand and no/100-----
Dollars (\$ 20,000.00) 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 at the times and in
amounts as follows, to-wit: the balance of \$64,000.00 is paid as follows, to-wit:
as part of the consideration herein, Buyers agree to assume and pay that
certain recorded contract of sale dated December 15, 1977, by and between
Raymond T. Siens, Jr. and Larue Siens, husband and wife, Sellers, and
Robert A. Daugherty and Phyllis M. Daugherty, husband and wife, Buyers,
described as escrow number 99-4888 with a present unpaid balance of
\$33,049.89 with interest paid to June 5, 1979, which is escrowed at
Klamath First Federal Savings and Loan Association, 540 Main Street,
Klamath Falls, Oregon 97601; and the remainder to be paid to the order
of the Sellers at the times and in the amounts as follows, to-wit:

(See attached Exhibit "A" and by this reference incorporated herein as if
fully set forth.)

The buyer warrants to and covenants with the seller that the real property described in this contract is

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

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 1/2
per cent per annum from June 22, 1979, until paid, interest to be paid monthly and * (being included in
the minimum regular 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 shall be entitled to possession of said lands on June 30, 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 here-
after lawfully may be imposed upon said premises, 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 \$ 30 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 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. 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 all 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 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.

STATE OF OREGON.

County of

I certify that the within instru-
ment was received for record on the
day of June, 1979,

at 10 o'clock M. and recorded
in book 79 on page 14876 or as

file/reel number

Record of Deeds of said county.

Witness my hand and seal of
County affixed.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

TRANSAMERICA TITLE INS. CO.

3940 SO. 6th ST.

KLAMATH FALLS, OREGON 97601

NAME, ADDRESS, ZIP

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

Billy C. & Shirley J. Drumm

HARRISMAN ROUTE BOX 51

KLAMATH FALLS, OREGON 97601

NAME, ADDRESS, ZIP

By

Recording Officer

Deputy

And it is understood and agreed between said parties that time in 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 ten 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 and/or (3) to foreclose this contract by suit in equity, and in any of such cases, 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 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 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 \$84,000.00. However, the actual consideration consists of or includes other property or value given as promised, which is part of the consideration. Indicate which: (1) In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff'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; that if the contest so requires, the singular pronoun shall be taken to mean and include the plural, the masculine and 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.

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.

Robert A. Daugherty
Robert A. Daugherty
Phyllis M. Daugherty
Phyllis M. Daugherty

Billy C. Drumm
Billy C. Drumm
Shirley J. Drumm
Shirley J. Drumm

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

STATE OF OREGON,

County of Klamath

June 22, 19 79

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 _____

Personally appeared the above named Robert A. Daugherty and Phyllis M. Daugherty, husband and wife, and Billy C. Drumm and Shirley J. Drumm, husband and wife, and acknowledged the foregoing instrument to be their voluntary act and deed.

_____ 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.

(OFFICIAL SEAL)

Before me,

Notary Public for Oregon

My commission expires 3-22-81

Before me,

Notary Public for Oregon

My commission expires _____

(OFFICIAL SEAL)

(DESCRIPTION CONTINUED)

4. 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 January 8, 1959, in Volume 308, page 401, Deed Records of Klamath County, Oregon.

5. An unrecorded Contract of Sale dated May 1, 1966, by and between Emery L. Hardcastle and Leta M. Hardcastle, as Vendors, to Weston Thorsen and Thelma E. Thorsen, as Vendees, assigned by instrument dated May 28, 1968 by Weston Thorsen and Thelma E. Thorsen to John A. Nosal and Dolores B. Nosal, as disclosed by instrument recorded August 19, 1975, in Volume M75 page 9666, Microfilm Records of Klamath County, Oregon, which Purchasers herein do not assume and agree to pay, and Sellers further covenant to and with Purchasers that the said prior unrecorded Contract 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 Contract upon payment of this Contract.

6. Real Estate Contract, including the terms and provisions thereof,

Dated : August 14, 1975

Recorded : August 19, 1975

Volume : M75, page 9666, Microfilm Records of Klamath County, Oregon

Vendor : John A. Nosal and Dolores B. Nosal, husband and wife, Vendee : Raymond T. Siens, Jr., which Purchasers herein do not

assume and agree to pay, and Sellers further covenant to and with Purchasers that the said prior Contract 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 Contract upon payment of this Contract.

Purchasers specifically agree to pay the full contract balance on or before June 22, 1999.

(See attached Exhibit "A" and by this reference incorporated herein as if fully set forth.)

\$30,950.11 with interest at the rate of 9½% per annum from June 22, 1979, payable in monthly installments of not less than \$279.64 each, or more, prepayment without penalty, per month, inclusive of interest, the first installment to be paid on the 22nd day of July, 1979, and a further installment on the 22nd day of each month thereafter until the full balance and interest are paid in full.

It is further understood by and between the parties hereto that there exists a grocery store inventory. The parties agree to take said inventory as of the close of business on June 24, 1979. The Purchasers agree to pay the Sellers the reasonable value of said inventory separate from the terms of this agreement.

Purchasers verify that this Contract is accepted on the basis of Purchasers' own examination and personal knowledge of the properties and opinion as to the value thereof; that the only material representations and warranties inducing this transaction are those expressly set forth herein; that no agreement or promise to alter, repair or improve said properties has been made by Sellers or any agent of Sellers; and Purchasers hereby agree to take said properties and the improvements thereon in the condition they are in at the time of execution of this agreement. Purchasers agree to keep said properties and the improvements in a good condition of repair and maintenance, and Purchasers will commit no waste thereof.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Transamerica Title Co.

on 22nd day of June A. D. 19 79 at 3:45 clock P M., and

fully recorded in Vol. M79, of Deeds on Page 14876

Wm D. MILNE, County Clerk

By Berntha Schelsch

Fee \$9.00