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THIS CONTRACT, Made this 25 day of June, 1974, between
George L. Marostica and Kay E. Marostica, husband and wife
and Robert C. Schill and Joanne R. Schill, 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 6 in Block 51 of BUENA VISTA ADDITION TO THE
CITY OF KLAMATH FALLS, Klamath County, Oregon,
TOGETHER WITH the East 1/2 of vacated Kiln Street.

Buyer agrees to make an additional \$1,000.00 payment over and above
the \$125.00 monthly payments no later than August 1, 1975, said payment
shall be applied against the remaining balance of \$15,000.00 referred
to below.

Seller assumes the responsibility of annually paying taxes and insurance
and the amount so paid by seller shall be added back to the remaining
balance owed on said contract.

for the sum of Sixteen thousand and 00/100----- Dollars (\$16,000.00)
(hereinafter called the purchase price), on account of which One thousand and 00/100-----
Dollars (\$ 1,000.00) 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: \$15,000.00) to the order
of the seller in monthly payments of not less than One hundred twenty five and 00/100
Dollars (\$ 125.00) each

payable on the 25 day of each month hereafter beginning with the month of August, 1974,
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
July 1, 1974 until paid, interest to be paid at same time and * (being included in
the minimum monthly payments above required. Taxes on said premises for the current tax 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.

The buyer shall be entitled to possession of said lands on June 25, 1974, 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 mechanics'
and all other liens and save the seller harmless from and reimburse seller for all costs and attorney's fees incurred by him in defending against any
such liens; that he will pay the taxes, water rents, fees, or charges of any nature and pay for such insurance, the seller may do so and any payment so made shall be added
after lawfully may be required upon said premises, all promptly before the same or any part thereof become past due; that at the expense of the buyer, 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 \$16,000.00 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 loss, costs, water rents, fees, or charges of any nature and pay for such insurance, the seller may do so and any payment so made shall be added
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 on 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 and
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 encumbrances and restrictions and the taxes, municipal
liens, water rents and public charges so assumed by the buyer and to be paid by the buyer and to be paid by the buyer and to be paid by the buyer.

And it is understood and agreed between said parties that time is of the essence of the 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 8 1/2 % due and payable at once; (3) 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 or 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 rest in said seller without any act
of re-entry, or any other act of said seller to be performed and with all right of the buyer of return, reclamation or compensation for money paid
on account of the purchase of said property as an absolute, full and perfect 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, after that 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 thereo 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 suc-
ceeding 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 \$ 16,000.00 (However, the actual consid-
eration consists of or includes 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 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 context so requires, the singu-
lar 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 un-
dersigned 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.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 29th day of
June A.D., 1974 at 2:49 o'clock P.M., and duly recorded in Vol. 779
of Deeds on Page 15464.

WM. D. MILNE, County Clerk

By Bernthe Schuch Deputy

FEES \$3.00

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