

TC

70573

CONTRACT—REAL ESTATE

Vol. 79 Page 16620

THIS CONTRACT, Made this 6<sup>th</sup> day of July, 1979, between  
**KLAMATH DEVELOPMENT COMPANY, an Oregon Corporation**  
 and **George David Sebastian and Deanna Joy Sebastian**, hereinafter called the seller,

and **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:**

Lot 4, Block 2, Cedar Trails, Tract 1083, according to the official plat thereof on file in the Records of Klamath County, Oregon, together with an undivided one-third interest in the well, pump and pumphouse located on Lot 2, Block 2, Tract 1083, Cedar Trails along with access to said well from Lot 4, for the purpose of establishing a pipeline and for the purpose of maintaining said pipeline, said one-third interest to the above described well and the above described easement shall be for the benefit of said Lot 4, and shall run with the land. Also said one-third interest and easement described herein shall be contingent upon the residents of said Lot 4, whoever he or she may be, contributing to one-third of the cost of repairing, maintaining and operation said well, pump and pumphouse and it is meant by this conveyance that all subsequent purchasers of said Lot 4, shall be bound by the terms of this conveyance and that their rights in said well, pump and pumphouse and easement shall be contingent upon their so sharing in the expenses described herein.

for the sum of TWELVE THOUSAND - FIVE HUNDRED Dollars (\$12,500.00) (hereinafter called the purchase price), on account of which TWO THOUSAND Dollars (\$2,000.00) 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: \$10,500.00) to the order of the seller in monthly payments of not less than One Hundred Twelve Dollars and eighty-eight cents Dollars (\$ 112.88) each, month

payable on the 5<sup>th</sup> day of each month hereafter beginning with the month of August, 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 July 6, 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,  
 (B) for an organization or (even 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 closing 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 \$                      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 loans, 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 the seller for buyer's breach of contract.

The seller agrees that at his expense and within 14 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 disclosures. For this purpose, use Stevens-Ness Form No. 1306 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.

**KLAMATH DEVELOPMENT, an Oregon Corporation**  
 Box 52

**Keno, Oregon 97627**

SELLER'S NAME AND ADDRESS

**George David Sebastian & Deanna Joy Sebastian**

**Box 57, Keno, Oregon 97627**

BUYER'S NAME AND ADDRESS

After recording return to:

**Klamath Development Company**

**Box 52**

**Keno, Oregon 97627**

NAME, ADDRESS, ZIP

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

**George David & Deanna Joy Sebastian**

**Box 57**

**Keno, Oregon 97627**

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of                      ss.

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.

By                      Recording Officer  
                     Deputy

10051

WITNESSES

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 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 on account of the purchase of said property is 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.

WITNESSES

THE TRUE AND ACTUAL CONSIDERATION PAID FOR THIS TRANSFER, STATED IN TERMS OF DOLLARS, IS \$ 12,500.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of 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 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.

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.

George David Sebastian  
George David Sebastian

KLAMATH DEVELOPMENT, an Oregon Corporation

Deanna Joy Sebastian  
Deanna Joy Sebastian

By: E. J. Shipsey  
E. J. Shipsey - President

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

STATE OF OREGON,

STATE OF OREGON, County of Klamath, ss.

County of Clatsop, ss.  
July 6, 1979

Personally appeared E. J. Shipsey, who, being duly sworn,

Personally appeared the above named George David Sebastian & Deanna Joy Sebastian

E. J. Shipsey, did say that KLAMATH DEVELOPMENT is president KLAMATH DEVELOPMENT of Klamath Development Company

and acknowledged the foregoing instrument to be 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 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: Donna K. Rick  
Notary Public for Oregon  
My commission expires 4/21/83

Before me: W. D. Milne  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

(OFFICIAL SEAL)

Section 4 of Chapter 618, Oregon Laws 1975, provides:  
“(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 owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.  
“(2) Violation of subsection (1) of this section is a Class B misdemeanor.”

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 13th day of July, A. D. 1979 at 3:38 clock P. M., or

July recorded in Vol. 479, of Deeds on Page 16620

W. D. MILNE, County Clerk

Fee \$6.00

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