

70788

CONTRACT—REAL ESTATE

Vol. 79 Page 16958

THIS CONTRACT, Made this 17th day of July, 1979, between  
 Clarence Herbert Young and Virginia M. Young, husband and wife,  
 and Robert A. Steiner and Barbara J. Steiner, husband and wife,

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:  
 The South 125 feet of the North 400 feet as measured along the East and West lines of the following described property in the County of Klamath, State of Oregon:

A tract of land situated in the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 14, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at a point on the East boundary of Homedale Road, said point being North 89°48' East a distance of 30.0 feet and South 0°10' East a distance of 822.0 feet from the Northwest corner of the SE $\frac{1}{4}$ SE $\frac{1}{4}$  of said Section 14; thence South 0°10' East along the East boundary of Homedale Road a distance of 524.8 feet to the North boundary of Airway Drive; thence South 89°41' East along the North boundary of Airway Drive a distance of 350 feet; thence North 0°10' West parallel with Homedale Road a distance of 527.8 feet; thence South 89°48' West a distance of 350.0 feet, more or less to the point of beginning.

(For continuation of this document, see reverse side of this contract.)  
 for the sum of Twelve thousand five hundred and no/100—Dollars (\$12,500.00)  
 (hereinafter called the purchase price), on account of which Eight hundred and no/100—Dollars (\$800.00) 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: \$11,700.00) to the order of the seller in monthly payments of not less than One hundred twenty-five and no/100—Dollars (\$125.00) each, or more, prepayment without penalty,

payable on the 15th 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 June 16, 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 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 an organization or for a buyer who is a natural person in the business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on closing 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 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 full insurable value

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 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 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. 1309 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 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.

Recording Officer  
 By \_\_\_\_\_ Deputy

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

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 in 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 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 remain 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 therefor 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 \$12,500.00. ~~the actual consideration~~

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 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.

Clarence Herbert Young  
Virginia M. Young  
Virginia M. Young

Robert A. Steiner  
Barbara S. Steiner

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

STATE OF OREGON,

County of Klamath  
July 17, 1979

Personally appeared the above named Clarence Herbert Young and Virginia M. Young, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon  
My commission expires 2/14/81

STATE OF OREGON, County of \_\_\_\_\_, 19\_\_\_\_ ss.

Personally appeared \_\_\_\_\_, 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 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.

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

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 conveyer of the title to be 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.

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

(DESCRIPTION CONTINUED)

Subject, however, to the following:

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.
2. Agreement between Henry E. Ankeny, et al., and the United States of America, dated February 12, 1906, recorded August 26, 1909, in Book 27 at page 340, Deed Records of Klamath County, Oregon, covering irrigation canals and water use.
3. Agreement between the United States of America and J. W. Siemens, dated March 20, 1919, recorded April 19, 1919 in Book 50 at page 163 as supplemented by Contract between United States of America and J. W. Siemens, dated February 19, 1920, recorded June 7, 1920 in Book 52 at page 567, Deed Records of Klamath County, Oregon.

Buyers specifically agree to pay the full contract balance on or before April 15, 1982.

It is hereby agreed by and between the parties hereto that in the event the taxes become delinquent for a period of three (3) years from the date of this contract, Buyers herein agree that Sellers, upon presentation of a paid receipt for said delinquent taxes, may present said receipt to the escrow agent and the escrow agent is hereby authorized to add said delinquent taxes and accrued interest on to the balance of the contract.

It is further hereby agreed by and between the parties hereto that any amount so added for delinquent taxes shall bear interest at the rate of 10%.

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

STATE OF ~~OREGON~~ CALIFORNIA }  
County of ..... } ss.

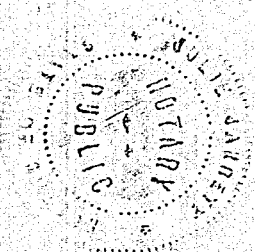
FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 17th day of July, 1979,  
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within  
named Robert A. Steiner and Barbara J. Steiner, husband and wife,

known to me to be the identical individual S described in and who executed the within instrument and  
acknowledged to me that they executed the same freely and voluntarily.

IN TESTIMONY WHEREOF I have hereunto set my hand and affixed  
my official seal the day and year last above written.

[Signature]  
Notary Public for ~~OREGON~~ CALIFORNIA  
My Commission expires 2/14/81 Oregon



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 18th day of July A. D. 1979 at 10:36 o'clock A.M., and

fully recorded in Vol. M79, of Deeds on Page 16958

Wm D. MILNE, County Clerk

Fee \$9.00

[Signature]