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THIS CONTRACT, Made the 31st day of January, 1975, between WILLIAM R. AND DOROTHY G. SMITH, husband and wife, of the County of Klamath and State of Oregon, hereinafter called the first party, and JOHN W. AND TERI D. SKYLES, husband and wife of City of Beaverton and State of Oregon of the County of Klamath, hereinafter called the second party, as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following-described real estate, situate in the County of Klamath, State of Oregon, to-wit:

Lots 21 B, 22B, 23 B, and 61 of Lakeshore Gardens according to the official plat thereof on file in the office of the County Clerk, Klamath County, Oregon.

for the sum of Twenty-Six Thousand and no/100----- Dollars (\$26,000.00) on account of which One Thousand Seven Hundred Fifty ----- Dollars (\$ 1,750.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of EIGHT per cent per annum from January 31, 1975, on the dates and in amounts as follows:

Payments shall be made at the rate of \$150.00 per month, including interest at the rate of eight (8%) percent per annum on the unpaid balance, beginning March 1, 1975 and on the first of each month thereafter for the remainder of the year 1975. Beginning January 1, 1976, payments shall be made at the rate of \$250.00 per month and on the first of each month thereafter. Balance to be paid in full ten (10) years after the date of this agreement. Delivery of Possession shall be immediately. First Party can keep stock on premises until June 1, 1975.

The buyer (also called second party) 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.

Insurance

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$ in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises. \*to insurable value In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, as aforesaid, a deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, accepting, however, the above mentioned taxes and assessments

and all liens and encumbrances created by the second party, or second party's assigns. But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party 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, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ None. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which). And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial 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 such 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.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself. In construing this contract, it is understood that the first party or the second party 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.

John W. Skyles  
Teri D. Skyles

William R. Smith  
Dorothy G. Smith

\*Delete, by lining out, whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable, Stevens-Ness Form No. 1308 may be used for disclosures under the Truth-in-Lending Act and Regulation Z. If warranty (B) is applicable, Stevens-Ness Form No. 1307 may be used.

NOTE: The sentence between the symbols (A) and (B), if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

\*Delete, by lining out, whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable, Stevens-Ness Form No. 1308 or similar MUST be used for disclosures under the Truth-in-Lending Act and Regulation Z 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.

