

72066

CONTRACT—REAL ESTATE

Vol. 79 Page **18925**

THIS CONTRACT, Made this 19th day of June, 1979, between Robert F. Hartley

and Ramona L. Sampley, hereinafter called the seller,

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:

Lots 1, 2, 3 and the E $\frac{1}{2}$ of Lot 4, Block 74, BOWNE ADDITION TO THE TOWN OF BONANZA, in the County of Klamath, State of Oregon. , to-wit:

Subject, however, to the following:

1. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Horsefly Irrigation District.
2. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby.
3. A judgment in the amount of \$10,000.

2. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby.

3. A judgment in the amount of \$12,269.80

Entered : April 29, 1976 Book: 29
Register No. : 75-214 L Page: 194 Line: 1
Against : Robert Hartley
In favor of : Moore-Rane Mfg. Co., an Oregon Corporation, which
Seller herein agrees to hold Buyer harmless therefrom.
(For sale)

Register No. : 75-214 L Book: 29
Against : Page: 194

Against : 75-214 L
In favor of : Robert Hartley

In favor of : Robert Hartley
 Seller herein : Moore-Rane Mfg. Co., an Oregon Corporation, which
 agrees to hold Buyer harmless therefore

Seller herein agrees to hold Buyer harmless therefrom.

(For continuation of this document, see reverse side of this contract.)

for the sum of Ten thousand and no/100-----Dollars (\$10,000.00)
(hereinafter called the purchase price), on account of which One thousand and no/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: \$9,000.00) to the order
of the seller in monthly payments of not less than Ninety-nine and 92/100-----
Dollars (\$99.92) each, or more, prepayment without penalty,

payable on the 10th day of each month hereafter beginning with the month of September, 1979, P.F.H.
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; V.H.
all deferred balances of said purchase price shall bear interest at the rate of 6 per cent per annum from R.A.D.
June 19, 1979 until paid, interest to be paid monthly and * in addition to
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.

* (A) primarily for buyer's personal, family, household or agricultural purposes.

(B) ~~for an organization, not of an individual~~ household or agricultural purposes.

The buyer shall be entitled to possession of said lands on June 19

The buyer shall be entitled to possession of said lands on June 19, 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 shall not suffer or permit any waste or strip therefrom, nor shall he remove or suffer to be removed therefrom any liens; that he will pay all taxes hereafter levied against said premises, and reimburse seller for all costs and attorney's fees to keep said premises free from mechanic's liens; that he will keep said premises insured by fire, theft, and explosion, and by him in defending against any and all claims for damages against said premises, 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 \$ 50,000.

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 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 further notice 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, and upon tender of the said purchase price is fully paid and upon tender of the said purchase price, he will deliver a clear and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and discharged of all encumbrances as of the date hereof and free and discharged of all taxes, 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 instrument was received for record on the 21st day of 10

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
Deputy

By

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return tax:

T/A - Branch

NAME, ADDRESS, ZIP

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

Ms. Ramona L. Sampley
P.O. Box 26
Bonanza, Oregon 97623

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 30 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 determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest 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 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10,000.00. ~~However, the actual consideration consists of or includes other property or value given or promised which is~~ ~~the whole consideration (indicate which) (2)~~

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 agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing 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 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.

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.

Robert F. Hartley
Robert F. Hartley
Ramona L. Sampley
Ramona L. Sampley

Virginia L. Hartley
Virginia L. Hartley

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

STATE OF OREGON,)
County of Klamath) ss.
August 8, 19 79
Personally appeared the above named Robert F. Hartley and Ramona L. Sampley

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 _____

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.

Before me:
(OFFICIAL SEAL)
Barlene P. Hadding
Notary Public for Oregon
My commission expires 3-22-81

Before me:
(SEAL)
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)

4. A judgment in the amount of \$9,358.90
Entered : February 2, 1979 Book: 32
Register No. : 75-317 L Page: 483 Line: 4
Against : Robert F. Hartley and Virginia Hartley doing business as W. L. Hartley & Son
In favor of : Richard Hawkins, which Seller herein agrees to hold Buyer harmless therefrom.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Transmatex Title Co.
this 8th day of August A. D. 1979 at 3:33 clock P.M., or

was duly recorded in Vol. M79, of Deeds on Page 18925

W. D. MILNE, County Clerk
By *Barbara H. Stock*
Fee \$7.00