

73057

CONTRACT—REAL ESTATE

Vol. 77 Page 20481

THIS CONTRACT, Made this 23rd day of August, 1979, between
John DeMaria and Donna J. DeMaria, husband and wife,
and David E. Keeney and Lisa Keeney, 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:
Lot 26, Block 34, Tract No. 1081, FIFTH ADDITION TO KLAMATH RIVER ACRES,
in the County of Klamath, State of Oregon.

Subject, however, to the following:

1. An easement created by instrument, including the terms and provisions thereof,
Recorded : August 10, 1933 Book: 101 Page: 331
In favor of : California Oregon Power Company, a California Corporation
For : Transmission and distribution of electricity
(Affects Government Lots 4, 5 and 6 Sec. 6, Twp 40 S., R 8 EWM.
Power line adjacent to Easterly line of the Keno-Dorris Highway)
2. Restrictions, set back provisions and utility easements, as delineated on the recorded plat, but omitting restrictions, if any, based on race, color, religion or national origin.

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

for the sum of Fifty-nine thousand seven hundred and no/100 Dollars (\$59,700.00) (hereinafter called the purchase price) on account of which Twelve thousand seven hundred and no/100-----Dollars (\$12,700.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: \$47,000.00 shall be paid as follows: Buyers herein

assume and agree to pay the existing mortgage against said property, on which the balance currently due is \$37,753.01, and to perform in full the terms and conditions thereof, said mortgage having been made by John DeMaria and Donna J. DeMaria, husband and wife, as Mortgagors, to State of Oregon, represented and acting by the Director of Veterans' Affairs, as Mortgagee, on the 14th day of November, 1977, and recorded at page 22454 of Volume M77, Book of Mortgages, Klamath County, Oregon. The remainder of the total purchase price amounting to the sum of \$9,246.99

(For continuation of this document, see reverse side 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 association, a natural person, or for business or commercial purposes other than agricultural purposes.
All of said purchase price may be paid at any time, all interest on said purchase price shall bear interest at the rate of 9 1/2 per cent per annum from August 24, 1979, and said interest to be paid monthly and being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of August 24, 1979.

The buyer shall be entitled to possession of said lands on closing 19 79, 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 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 full insurable value 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 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. 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.

De Maria, John & Donna J.
2600 Reeves Lane
Lakeport, California 95453
SELLER'S NAME AND ADDRESS

Keeney, David E. & Lisa
4207 Clinton
Klamath Falls, Oregon 97601
BUYER'S NAME AND ADDRESS

After recording return to:

TA-Branch

NAME, ADDRESS, ZIP

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

Mr. & Mrs. David E. Keeney
4207 Clinton
Klamath Falls, Oregon 97601
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of August, 1979,

at 6 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

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 the 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 revert to and vest in the 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 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 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 \$59,700.00. (However, the actual consideration consists of or includes other property or value given or promised which is the whole 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 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 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.

John DeMaria *David E. Keeney*
Donna J. DeMaria *Lisa Keeney*

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

STATE OF OREGON,

County of Klamath, ss.
July August 23, 19 79.

Personally appeared the above named David E. Keeney and Lisa Keeney, husband and wife,

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

Before me: *Bryan C. Patke*
 (OFFICIAL SEAL)

Notary Public for Oregon

My commission expires 11/2/82

STATE OF OREGON, County of _____, ss.

Personally appeared _____, 19 _____, and

each for himself and not one for the other, did say that the former is the _____ who, being duly sworn, president and that the latter is the _____ secretary of _____

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:

Notary Public for Oregon

My commission expires: _____

(SEAL)

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)

3. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$38,475.00

Dated : November 14, 1977 Book: M-77 Page: 22454

Recorded : November 17, 1977

Mortgagor : John DeMaria and Donna J. DeMaria, husband and wife,

Mortgagee : State of Oregon, represented and acting by the Director of Veterans' Affairs, which Buyers herein agree to assume and pay and hold Sellers harmless therefrom.

*to be paid to the order of the Sellers at the times and in the amounts as follows: \$246.99 with interest at the rate of 9 1/2% per annum from August 24, 1979, payable in monthly installments of not less than \$108.00 per month, including interest at the rate of 9 1/2%, the first installment to be paid on the 24th day of Sept. 1979, and a further installment on the 24th day of each month thereafter until the full balance and interest are paid in full.

Buyers specifically agree to pay the full contract balance September 24, 1983.

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

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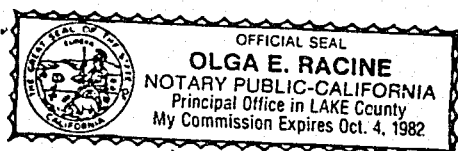
STATE OF ~~OREGON~~ CALIFORNIA }
County of Lake } ss.

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

BE IT REMEMBERED, That on this 17th day of July, 19 79,
before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within
named John DeMaria and Donna J. DeMaria, 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.



Olga E. Racine
Notary Public for ~~OREGON~~ CALIFORNIA
My Commission expires Oct. 4, 1982

STATE OF OREGON; COUNTY OF KLAMATH; ss.
filed for record at request of Transamerica Title co.
this 28th day of August A. D. 1979 at 2:23 clock P M., or
uly recorded in Vol. 479, of Deeds on Page 20484
Fee \$10.50 By Wm D. MILNE, County Clerk
Bernetha Heltsch

EXHIBIT "A"