

38-1977/8-8

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75035

## CONTRACT - REAL ESTATE

THIS CONTRACT, Made this 4th day of October, 19 79,  
 between Thomas D. and Dorothy R. Sunday, husband and wife,  
 hereinafter called the seller,  
 and William T. and Marilyn Weatherby, husband and wife,  
 hereinafter called the buyer,

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:

SKYLINE VIEW tract, Lot 35  
 commonly known as 7640 Cannon

for the sum of Seventy-nine thousand nine hundred seventy-nine dollars (\$79,979.47)  
 (hereinafter called the purchase price) on account of which  
Ten thousand - - - Dollars (\$10,000.) is paid on the  
 execution hereof (the receipt of which hereby is acknowledged by the seller), and  
 the remainder to be paid at the times and in amounts as follows, to-wit:

Monthly payments of not less than \$547.78 will be due on the  
 first day of each month. This includes:  
     principle and interest \$471.78  
     tax and insurance fund (currently) \$76.00

The first monthly payment is due November 1, 1979.

All deferred balances shall bear interest at the rate of 7 3/4  
 per cent per annum from October 1, 1979 until this contract  
 is fulfilled.

Prior to April 1, 1980 a cash payment will be made and shall be  
 equal to the difference between (a) the balance due on this  
 contract and (b) the sum of the balances due on loans  
 01-09245 and 91-09245 at Klamath First Federal Savings and  
 Loan. At the time of such payment this contract will  
 terminate. The buyer will assume the aforementioned loans  
 with all rights to the tax and insurance fund and will  
 become owner of the property in deed and mortgage.

Taxes on said premises for the current tax year shall be  
 pro-rated between the buyer and the seller as of Oct. 1, 1979.

The buyer warrents to and covenants with the seller that the  
 real property described in this contract is primarily for  
 buyer's personal, family or household purposes.

The buyer shall be entitled to possession of said lands on October 1  
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 build-  
 ings 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 premi-  
 ses free from mechanic's and all other liens and save the seller harmless there-  
 from and reimburse seller for all costs and attorney's fees incurred by him in de-  
 fending 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 ~~XX~~ cost  
 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 as soon as insured to the escrow agent here-  
 inafter named. 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 se-  
 cured 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 has exhibited unto the buyer a title insurance policy insuring  
 marketable title in and to said premises to the seller; seller's title has been ex-  
 amined by the buyer and is accepted and approved by him.

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title report

escrow agent, with instructions to deliver said deed, together with the fire and title insurance policies, to the order of the buyer, his heirs and assigns, upon the payment of the purchase price and full compliances by the buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the respective installments thereof, promptly at the time provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid by the seller.

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 the right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof 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 \$79,979. (1) However, the actual consideration

of dollars, is \$ 79,979. (1) However, with the  
~~exists xxxxx interest on the property, as well as xxxxx~~  
~~xxxxx~~  
 the good xxxxx consideration (increase xxxxx) (1)  
 constituted to foreclose this contract or to enforce any

XXXXXX  
 In case a suit is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit and if an appeal is taken from any judgement 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.

XXXXXX  
 It is understood that the seller or the buyer

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 contract 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 benefits of, as the circumstances may require, not only the immediate parties hereto but their respective heirs, executors, administrators, successors in interest and assigns as well.

IN WITNESS WHEREOF, said parties have executed this instrument in triplicate, if either of the undersigned in 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.

Marilyn Weatherby  
William T. Weatherby

Thomas D. Sunday  
Dorothy R. Sunday

NOTE - The sentence between the symbols (1), if not applicable, should be deleted. See ORS 93.030).

STATE OF OREGON, } ss.  
County of Klamath  
October 4, 1979.

STATE OF OREGON, COUNTY OF \_\_\_\_\_, 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

Personally appeared the above named Thomas D. Sunday, Dorothy R. Sunday & Marilyn Weatherby & William T. Weatherby and acknowledged the foregoing instrument to be their voluntary act and deed.

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.

Before me:  
(OFFICIAL SEAL)

Donna K. Rick  
NOTARY PUBLIC-OREGON  
My Commission Expires 9/21/83  
My commission expires \_\_\_\_\_

Before me: \_\_\_\_\_ (SEAL)

Notary Public for Oregon  
My Commission expires: \_\_\_\_\_

Section 4 of Chapter 618, Oregon Laws 1975, provided:

"(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 conveyor 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."

Sunday  
SELLER'S NAME AND ADDRESS

Weatherby  
BUYER'S NAME AND ADDRESS

After recording return to:  
TA Donna

NAME, ADDRESS, ZIP  
Until a change is requested all tax statements shall be sent to the following address.  
Same as know

NAME, ADDRESS, ZIP

STATE OF OREGON, } ss.  
County of Klamath

I certify that the within instrument was received for record on the 4th day of October, 1979, at 3:18 o'clock P. M., and recorded in book M79 on page 23601 or as file/reel number 75035.  
Record of Deeds of said County.

Witness my hand and seal of County affixed.

Wm. D. Milne  
Recording Officer  
By Sametha S. Letcher Deputy

Fee \$10/50