

75255

CONTRACT—REAL ESTATE

Vol. 79 Page 23946



THIS CONTRACT, Made this 12th day of September, 1979, between Vern W. Emley and Ann S. Emley, husband and wife, and Benny A. Boomer and Sheryl L. Boomer, 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 1, Block 5, FAIRHAVEN HEIGHTS, in the County of Klamath, State of Oregon.

SUBJECT TO: DEED OF CONVEYANCE OF Klamath County, Oregon

An unrecorded contract of sale dated April 26, 1974, wherein Ronald George Hodges and Virginia A. Hodges, husband and wife were sellers and Vern W. Emley and (Continued on back) for the sum of Seventeen Thousand Four Hundred Fifty Dollars (\$17,450.00) (hereinafter called the purchase price) on account of which Four Thousand Five Hundred and no/100 Dollars (\$4,500.00) 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: \$2,500.00 on June 1, 1980. The balance of said purchase price, i.e. \$10,450.00 is to be paid in regular monthly installments of not less than \$140.00 each month including 9 percent interest; said payments to commence on the 10th day of January, 1980, and to continue on the 10th day of each month thereafter until the entire sum, principal and interest is paid.

(DEPRECIATION CONTINUED)

OTHER STIPULATIONS: All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 9 percent per annum from

September 12, 1979 until paid, interest to be paid monthly and * in addition to the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

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, and (B) not for any other purpose, including but not limited to, investment 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 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 mechanics' 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 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 \$17,450.00 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 hereinafter 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 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 has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title has been examined by the buyer and is accepted and approved by him; and the buyer (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting those described above and those

the easements, building and other restrictions now of record, if any, and apparent on the land, if any, and has placed said deed, together with an executed copy of this contract

and the title insurance policy mentioned above, in escrow with Klamath First Federal Savings and Loan Association, 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 compliance 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 times 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 buyer.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, this 12th day of September, 1979.

(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.

Vern W. and Ann S. Emley
3712 Agate
Klamath Falls, Oregon 97601

SELLER'S NAME AND ADDRESS

Benny A. and Sheryl L. Boomer
Rt. 3, Box 224C
Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

After recording return to:
Gary L. Hedlund
325 Main Street
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

Until a change is requested all tax statements shall be sent to the following address:
Benny A. and Sheryl L. Boomer
Rt. 3, Box 224C
Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

SPACE RESERVED

FOR

RECORDER'S USE

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

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ck 7/2

3. 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.

Այս փուլում նախատեսվում է:

KLINGSTON LITTLE, Olden 21007 /
 BF. 3, Box 3346
 BERNAL Y. and SPECIAL T. BOOMER

THE true and actual consideration paid for this transfer, stated in terms of dollars, is \$17,500.00. ~~However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).~~ @

~~suits or are included as other property or value given or promised which is part of the consideration.~~ (Indicate subject(s))

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 to 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.

~~I understand that the seller or the buyer may be more than one person or a corporation; that if the context so requires, all references herein to "seller," "buyer," "contract," etc., shall mean each of them jointly and severally.~~

judgment or decree of such court, or any appeal therefrom, shall be binding on the party's attorney-in-fact 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.

This instrument is triplicate; if either of the undersigned

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.

is a corporation, it has caused its corporate
duly authorized thereunto by order of its board of directors.

Vern W. Emley
Vern W. Emley
Ann S. Emley

Benny A. Boomer
Benny A. Boomer
Sheryl Lynn Boomer

NOTE: The sentence between the symbols @, if not applicable, should be deleted. See ORS (93.030), 662C1, 1990, 1991, 1992, 1993, 1994, 1995, 1996, 1997, 1998, 1999, 2000, 2001, 2002, 2003, 2004, 2005, 2006, 2007, 2008, 2009, 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181, 2182, 2183, 2184, 2185, 2186, 2187, 2188, 2189, 2190, 2191, 2192, 2193, 2194, 2195, 2196, 2197, 2198, 2199, 2200, 2201, 2202, 2203, 2204, 2205, 2206, 2207, 2208, 2209, 2210, 2211, 2212, 2213, 2214, 2215, 2216, 2217, 2218, 2219, 2220, 2221, 2222, 2223, 2224, 2225, 2226, 2227, 2228, 2229, 2230, 2231, 2232, 2233, 2234, 2235, 2236, 2237, 2238, 2239, 2240, 2241, 2242, 2243, 2244, 2245, 2246, 2247, 2248, 2249, 2250, 2251, 2252, 2253, 2254, 2255, 2256, 2257, 2258, 2259, 2260, 2261, 2262, 2263, 2264, 2265, 2266, 2267, 2268, 2269, 2270, 2271, 2272, 2273, 2274, 2275, 2276, 2277, 2278, 2279, 2280, 2281, 2282, 2283, 2284, 2285, 2286, 2287, 2288, 2289, 2290, 2291, 2292, 2293, 2294, 2295, 2296, 2297, 2298, 2299, 2300, 2301, 2302, 2303, 2304, 2305, 2306, 2307, 2308, 2309, 2310, 2311, 2312, 2313, 2314, 2315, 2316, 2317, 2318, 2319, 2320, 2321, 2322, 2323, 2324, 2325, 2326, 2327, 2328, 2329, 2330, 2331, 2332, 2333, 2334, 2335, 2336, 2337, 2338, 2339, 2340, 2341, 2342, 2343, 2344, 2345, 2346, 2347, 2348, 2349, 2350, 2351, 2352, 2353, 2354, 2355, 2356, 2357, 2358, 2359, 2360, 2361, 2362, 2363, 2364, 2365, 2366, 2367, 2368, 2369, 2370, 2371, 2372, 2373, 2374, 2375, 2376, 2377, 2378, 2379, 2380, 2381, 2382, 2383, 2384, 2385, 2386, 2387, 2388, 2389, 2390, 2391, 2392, 2393, 2394, 2395, 2396, 2397, 2398, 2399, 2400, 2401, 2402, 2403, 2404, 2405, 2406, 2407, 2408, 2409, 2410, 2411, 2412, 2413, 2414, 2415, 2416, 2417, 2418, 2419, 2420, 2421, 2422, 2423, 2424, 2425, 2426, 2427, 2428, 2429, 2430, 2431, 2432, 2433, 2434, 2435, 2436, 2437, 2438, 2439, 2440, 2441, 2442, 2443, 2444, 2445, 2446, 2447, 2448, 2449, 2450, 2451, 2452, 2453, 2454, 2455, 2456, 2457, 2458, 2459, 2460, 2461, 2462, 2463, 2464, 2465, 2466, 2467, 2468, 2469, 2470, 2471, 2472, 2473, 2474, 2475, 2476, 2477, 2478, 2479, 2480, 2481, 2482, 2483, 2484, 2485, 2486, 2487, 2488, 2489, 2490, 2491, 2492, 2493, 2494, 2495, 2496, 2497, 2498, 2499, 2500, 2501, 2502, 2503, 2504, 2505, 2506, 2507, 2508, 2509, 2510, 2511, 2512, 2513, 2514, 2515, 2516, 2517, 2518, 2519, 2520, 2521, 2522, 2523, 2524, 2525, 2526, 2527, 2528, 2529, 2530, 2531, 2532, 2533, 2534, 2535, 2536, 2537, 2538, 2539, 2540, 2541, 2542, 2543, 2544, 2545, 2546, 2547, 2548, 2549, 2550, 2551, 2552, 2553, 2554, 2555, 2556, 2557, 2558, 2559, 2560, 2561, 2562, 2563, 2564, 2565, 2566, 2567, 2568, 2569, 2570, 2571, 2572, 2573, 2574, 2575, 2576, 2577, 2578, 2579, 2580, 2581, 2582, 2583, 2584, 2585, 2586, 2587, 2588, 2589, 2590, 2591, 2592, 2593, 2594, 2595, 2596, 2597, 2598, 2599, 2600, 2601, 2602, 2603, 2604, 2605, 2606, 2607, 2608, 2609, 2610, 2611, 2612, 2613, 2614, 2615, 2616, 2617, 2618, 2619, 2620, 2621, 2622, 2623, 2624, 2625, 2626, 2627, 2628, 2629, 2630, 2631, 2632, 2633, 2634, 2635, 2636, 2637, 2638, 2639, 2640, 2641, 2642, 2643, 2644, 2645, 2646, 2647, 2648, 2649, 2650, 2651, 2652, 2653, 2654, 2655, 2656, 2657, 2658, 2659, 2660, 2661, 2662, 2663, 2664, 2665, 26

STATE OF OREGON, the price of it hereby was taken at the _____
the said _____ ss. _____, 19____
County of Klamath _____
September 13, 19**79** _____ and _____
_____ **Personally appeared** _____ who, being duly sworn

Personally appeared the above named Vern
W. Emley, Ann S. Emley, Benny each for himself and not one for the other, did say that the former is the

A. Boomer and Sheryl Lynn very bubbly she is the president and that the latter is the
Boomer she is the secretary of

and acknowledged the foregoing instrument to be their voluntary act and deed, and that the seal attixed to the foregoing instrument is the corporate seal of the said corporation, and that the foregoing instrument was signed and sealed in behalf of the said corporation by the said officers and persons whose names are subscribed to the foregoing instrument.

Before me, _____ of said corporation by authority of its board of directors; and each of them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL SEAL) BEFORE ME: MOJIBITA (SEAL)

Notary Public for Oregon
My commission expires 9-27-87

ORS 33.635 (2) 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 recorded, shall be subject to the payment of a fee for acknowledgment of deeds, by the conveyer of the title to be conveyed.

is executed and the parties are bound, shall be acknowledged, in the manner provided by law, by the person or persons conveying the premises, and the same shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.

INVESTIGATION TO BE MADE (DESCRIPTION CONTINUED)

Ann S. Emley, husband and wife, were buyers which

contract buyers, do not assume and do not agree to pay, and which contract sellers herein, Vern W. Emley

and Ann S. Emley, husband and wife, agree to pay and

to hold purchaser harmless on account thereof

Regulations, including levies, liens, assessments,

water and irrigation rights and easements for
ditches and canals of Westside Sanitary District.

мислети конати George Hodges and Arthur H. Hodges

UNRECORDED COPY OF 4916 43100 7221 30 1944

SUBJECT: STATE OF OREGON; COUNTY OF KLAMATH; ss.

OF KINGSFILED for record at request of Gary Hedlund, Atty.
 BOX 1, BLOCK 2, ELYMPIA HEIGHTS IN SUB 0017A 79-1337A P. 4

his 10th day of October A. D. 1975 at 11 o'clock M., in

fully recorded in Vol. M79, of Deeds on Page 240
W. D. MILNE, County Clerk

By Permita D. Delich

and BENJ. Y. BOONER and ERNEST F. BOONER. Fee \$7.00. Entered and filed for

LEON M. EISENBERG and YIP S. EISENBERG, plaintiffs, vs. UNITED STATES OF AMERICA, defendant.

COMMERCIAL - REVISED 1944

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103N W 824 CORRECTION SEVI 221918-14001 BOARDING - 0800 10 1000