

75345

THIS CONTRACT, Made this 5th day of October, 1979, between  
John C. Morrison and Dolliver G. Morrison and Edith F. Morrison  
and Walter K. Baert and Barbara A. Baert, husband and wife, hereinafter called the seller,  
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 de-  
scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

PARCEL 1: Lot 1, Block 3, CRES-DELL ACRES FIRST ADDITION, according to the official  
plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

PARCEL 2: Lot 2, Block 3, CRES-DELL ACRES FIRST ADDITION, according to the official  
plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

for the sum of Seventeen thousand dollars and no cents----- Dollars (\$ 17,000.00 )  
(hereinafter called the purchase price), on account of which Four thousand dollars and no cents  
Dollars (\$ 4,000.00 ) 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: \$ 13,000.00 ) to the order  
of the seller in monthly payments of not less than Two hundred dollars and no cents-----  
Dollars (\$ 200.00 ) each, of which one hundred dollars (\$100.00) is to go to John  
Morrison and one hundred dollars (\$100.00) is to go to D.G. and Freda Morrison  
payable on the 28 day of each month hereafter beginning with the month of October, 1979,  
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time;  
all deferred balances of said purchase price shall bear interest at the rate of ten per cent per annum from  
September until paid, interest to be paid included in 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.

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 business of the buyer is a natural person or for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on 10/1/80, 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 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 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 here-  
after 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 \$ 0 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 thirty days from the date hereof, he will furnish unto buyer a title insurance policy in-  
suring (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.

John C., Dolliver G., & Edith F. Morrison  
2715 Church St.  
Bakersfield, CA 93306  
SELLER'S NAME AND ADDRESS

Walter K. and Barbara A. Baert  
15853 Jackpine Road  
LaPine, OR 97739  
BUYER'S NAME AND ADDRESS

After recording return to:

Pine Forest Escrow  
P.O. Box 685  
LaPine, OR 97739  
NAME, ADDRESS, ZIP

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

Walter K. and Barbara A. Baert  
15853 Jackpine Rd.  
LaPine, OR 97739  
NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instru-  
ment was received for record on the  
\_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded  
in book \_\_\_\_\_/volume No. \_\_\_\_\_ on  
page \_\_\_\_\_ or as document/fee/file/  
instrument/microfilm No. \_\_\_\_\_  
Record of Deeds of said county.

Witness my hand and seal of  
County affixed.

NAME

TITLE

By \_\_\_\_\_

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 20 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 terminate and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest 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 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.

RECEIVED BY  
FEB 23 1980  
NOTARY PUBLIC

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 17,000.00 (However the actual consideration may be stated in terms of other property or services transferred which is ~~not~~ (indicate which) ①)

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.

*Walter S. Bauer*  
*Barbara W. Bauer*

*Edith F. Morrison*  
*Dolliver S. Morrison*

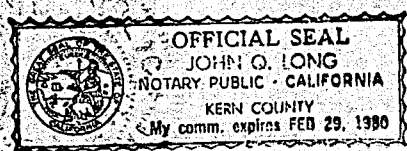
NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF CALIFORNIA,  
COUNTY OF Kern

ss.

October 1, 1979.

ON before me the undersigned, a Notary Public in and for said State, personally appeared Dolliver S. Morrison and Edith F. Morrison



known to me, to be the person S, whose name S are subscribed to the within Instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal.

*John O. Long*  
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 233—Rev. 3-64

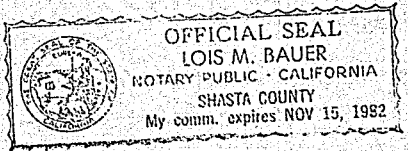
STATE OF CALIFORNIA  
COUNTY OF SHASTA

ss.

On this 5th day of October in the year one thousand nine hundred and seventy nine before me, Lois M. Bauer, a Notary Public, State of California, duly commissioned and sworn, personally appeared John G. Morrison

known to me to be the person LS whose name LS subscribed to the within instrument and acknowledged to me that he executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the SHASTA County of SHASTA the day and year in this certificate first above written.



*Lois M. Bauer*  
Notary Public, State of California  
My commission expires 11-15-82

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of October A.D., 1979 at 9:27 o'clock A M., and duly recorded in Vol M79 of Deeds on Page 24085.

FEE \$7.00

WM. D. MILNE, County Clerk  
By *Bernetha S. Hetch* Deputy