

75635

CONTRACT—REAL ESTATE

1968-21-00

Vol. 79 Page 24559



THIS CONTRACT, Made this eleventh day of October, 1979, between
Clifford Honeycutt and Patricia Honeycutt, husband and wife

and Patricia R. Baird, hereinafter called the seller,
 and V. D. Baird, 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:

the west half of Lot 4, Block 2, Altamont Acres First Addition in
 the County of Klamath, State of Oregon, aka 3236 Cannon, Klamath
 Falls, Oregon

for the sum of twenty eight thousand five hundred and no/100 Dollars (\$ 28,500.00)
 (hereinafter called the purchase price), on account of which One thousand
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: \$ 27,500.00) to the order
 of the seller in monthly payments of not less than two hundred fifty and no/100
Dollars (\$ 250.00) each, including ten percent (10%) interest.
 No prepayment penalty

payable on the 24th 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 10 per cent per annum from
October 11th until paid, interest to be paid monthly and * being included in
 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.

The buyer shall be entitled to possession of said lands on October 11, 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 on 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 \$ 27,500.00 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 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.

When the 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, existing, however, the said covenants 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-Nease Form No. 1306 or similar unless the contract will become a first lien to finance the purchase of a dwelling in which event use
 Stevens-Nease Form No. 1307 or similar.

Clifford & Patricia Honeycutt

P.O. Box 382
 Klamath Falls, Oregon 97601

SELLER'S NAME AND ADDRESS

Patricia R. Baird
 3236 Cannon
 Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

After recording return to:

So Valley Bank
 5215 So. 6th St.
 Klamath Falls, Or 97601

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

Patricia R. Baird
 3236 Cannon
 Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

38-200 County of

I certify that the within instru-
 ment 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
 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, 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 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 said 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 thereon 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.

This conveyance is subject to reservations, covenants, conditions, rights, rights of way, and easements now of record and those apparent upon the land. Buyer accepts property in an "as is" condition.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$28,500.

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 judge 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 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.

Clifford Honeycutt
Patricia Honeycutt
Patricia R. Baird

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

STATE OF OREGON, County of Klamath ss. October 18, 1979

Personally appeared the above named Patricia R. Baird who, being duly sworn, each for himself and not one for the other, did say that the former is the

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

Before me, Notary Public for Oregon My commission expires 1-5-81

Notary Public for Oregon My commission expires: (10X) 1-5-81

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 conveyor 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)

Subject to:
This conveyance is subject to reservations, covenants, conditions, rights, rights of way, and easements now of record and those apparent upon the land.

Contract dated Feb. 1st 1979 between Kenneth & Maria Cooney as vendors and Michael & Sue Hunt as vendees. The vendees interest in said contract was assigned by instrument to Clifford & Patricia Honeycutt. Sellers further covenant to and with buyer that said contract will be paid in full prior to or at the time this contract is paid in full and that said above described real property will be released from lien of said contract upon payment of this contract. Buyer accepts property in "as is" condition.

STATE OF OREGON, County of Klamath

This instrument was recorded for record on 18th day of October, A.D. 1979 at 11:33 o'clock A.M., and

was duly recorded in Vol. N79, of Deeds, on Page 24559

Witness my hand and seal this 18th day of October, 1979

Fee \$7.00
By Wm. D. Milne, County Clerk