

1-1-74
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CONTRACT—REAL ESTATE

THIS CONTRACT Made this 1 day of October, 1979, between ALAN K. GRANT AND DEBORAH R. GRANT, Husband and Wife, and James R. Hawkins, 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 described lands and premises situated in Klamath County, State of OREGON, to-wit: Lot 9 and the Southerly one-half of Lot 10 in Block # of DIXON ADDITION TO the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk, Klamath Falls, Oregon,

This document is being recorded to -correct the legal (this transaction includes the transfer of personal property which includes the range, drapes, curtains, and carpet)

for the sum of thirty four thousand and no/100-----Dollars (\$34,000.00....) hereinafter called the purchase price, in part payment of which the buyer assumes and agrees to pay a contract or mortgage (the word "mortgage" as used herein includes within its meaning a trust deed) now on said land recorded in book M -78 at page 5446 or as file number (indicate which) of the Deed*, Mortgage*, Miscellaneous* Records of said county, reference to which hereby is made, the unpaid principal balance of which is \$....., together with the interest hereafter to accrue on said contract or mortgage according to the terms thereof; the buyer agrees to pay the balance of said purchase price to the order of the seller at the times and in amounts as follows, to-wit: Buyer assumes existing contract referred to above and agrees to make payments as indicated in that contract. Payments shall be in the amount of \$185.00 per month due at the 1st of every month, and the amount due shall be at 8 and one-half percent interest per annum, and the monthly payments shall include interest. IN ADDITION, Buyer agrees to pay an additional sum of \$3,000.00 (three thousand no/100). This amount is due and owing six months (6 months) from the date buyer signs the contract herein and there is no pre-payment penalty on this amount. (see reverse side) All of said purchase price was the work of a mechanic's until paid, interest at the rate of per cent per annum from the date of the minimum regular payments above re- quired. Taxes on said premises for the current fiscal year shall be prorated 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) for business or commercial purposes other than agricultural purposes, and (B) for an organization or (even if buyer is a natural person) is for business or commercial purposes so long as the buyer shall be entitled to possession of said lands on or after the date hereof, 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 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; and 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 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, and except the usual printed exceptions and the building and other restrictions and easements now of record, if any, and the said contract or mortgage. Seller also agrees that when said purchase price is fully paid and upon request and upon surrender of the date hereof and free 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, restrictions, the said contract or mortgage 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 assigns.

IN WITNESS WHEREOF, said parties (Continued on reverse) the undersigned in and to the purchase of a dwelling, in which event use of the word "mortgage" is required.

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase or phrases of the following warranty (A) or (B) is not applicable. If warranty (A) is applicable and if the seller is a creditor, use such words as 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-News" Form No. 1308 or similar. If the seller is not a creditor, use "Stevens-News" Form No. 1207 or similar. If the seller is a creditor, use "Stevens-News" Form No. 1308 or similar. If the seller is not a creditor, use "Stevens-News" Form No. 1207 or similar.

Alan K. Grant and Deborah Grant
3144 N. Aurora Vista Dr.
Spring Valley, CA 92077

James R. Hawkins
1824 21st Street
San Pablo, Calif 94806

James R. Hawkins
1824 21st Street
San Pablo, Calif 94806

After recording return for a copy of the deed to the seller at the address of the seller or to the address of the buyer if the buyer is a creditor.

TRANSMERICA TITLE CO.
600 Main St.
Klamath Falls, OR 97601

Until a change is requested all tax statements shall be sent to the following address:
James R. Hawkins
1824 21st Street
San Pablo, Calif 94806

STATE OF OREGON
County of Cento Costa
I certify that the within instrument was received for record on the 1st day of October, 1979, at 3:58 o'clock P. 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

\$2003

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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, and the payments to become due on said contract or mortgage, principal and interest, or any of them, punctually within ten 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 and for (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interests created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and re-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, redemption or compensation for moneys paid on account of the purchase of said seller as absolutely, fully and perfectly, as if this contract and such payment had never been made; and in case of such default all payments thereafter 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.

BUYER agrees to pay 9% (nine percent) interest on the \$3,000.00 and this amount is due six months from date the buyer signs. The 9% interest is a per annum rate. BUYER ALSO AGREES AND UNDERSTANDS THAT original amount of 23,042.49 cannot be paid until July 1, 1981, that amount representing what is owed on the first contract and mortgage.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 34,000.00 (thirty-four thousand and no/100s). In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the losing party in said suit or action agrees to pay such sum as the court may adjudge reasonable as attorney's fees in said suit or action and if an appeal is taken from any judgment or decree of the 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 WITNESS WHEREOF, said parties have executed this instrument in duplicate; 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.

Alan K. Grant James R. Hawkins
ALAN K. GRANT JAMES R. HAWKINS
Deborah R. Grant

NOTE: The sentence between the symbols \odot if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, County of SAN DIEGO, ss. I, Alan K. Grant, being duly sworn, depose and say that the foregoing instrument was executed by me and Deborah R. Grant and James R. Hawkins on the 10th day of OCTOBER, 1979, at San Diego, California.

Personally appeared the above named Alan K. Grant and Deborah R. Grant and James R. Hawkins, who, being duly sworn, depose and say that the foregoing instrument was executed by me and Deborah R. Grant and James R. Hawkins on the 10th day of OCTOBER, 1979, at San Diego, California.

Alan K. Grant and Deborah R. Grant president and that the latter is the secretary of

and acknowledged the foregoing instrument to be their voluntary act and deed, 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, James R. Hawkins, Notary Public for Oregon, on this 10th day of OCTOBER, 1979, at San Diego, California, I have seen the foregoing instrument and the signatures of the parties thereto, and I certify that the same are the true and correct signatures of the parties thereto, and I have caused this certificate to be written and signed by me.

My Commission Expires Feb. 12, 1980

Section 4 of Chapter 618, Oregon Laws 1975, provides: "ONE-PARTY DEPOSITS OF INSTRUMENTS FOR RECORD AND INDEXING. (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, bound thereby. (2) Violation of subsection (1) of this section is a Class B misdemeanor."

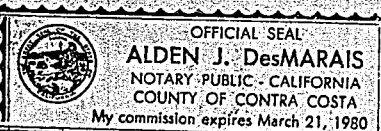
STATE OF CALIFORNIA

County of Contra Costa ss.On this 1st day of Octoberin the year One Thousand Nine Hundred and Seventy Ninebefore me, Alden J. Desmarais, a Notary Public in and for the County of Contra Costa, State of California

residing therein, duly commissioned and sworn, personally appeared

James R. Hawkins

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my office in the County of Contra Costa, the day and year in this certificate first above written.Alden J. DesmaraisNotary Public in and for the County of Contra Costa, State of California.My commission expires 19

FURRER'S (ACKNOWLEDGEMENT GENERAL)

STATE OF OREGON, COUNTY OF KLAMATH; ss.

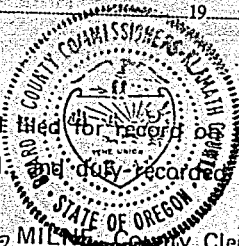
I hereby certify that the within instrument was received and filed for record on the 15th day of October A.D., 19 79 at 3:34 o'clock P M. and duly recorded in Vol. M79 of Deeds on Page 24286.

FEE \$7.00

INDEXED

01

WM. D. MILNE, County Clerk
By Bernice H. Helms Deputy



25008

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 24th day of October A. D. 1979 at 3:50 o'clock P.M., and

fully recorded in Vol. 179, of Deed's on Page 25006

By Wm D. MILNE, County Clerk
Lernetha J. Hetch

Fee \$10.50

INDEXED
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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, and the payments to become due on said contract or mortgage, principal and interest, or any of them, punctually within ten 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 and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interests created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and be held by said seller without any act of re-entry, or any other act of said seller as absolutely, fully, and perfectly as if this contract and such payments had never been made; and in case of such default all payments therefor 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.

BUYER agrees to pay 9% (nine percent) interest on the \$3,000.00 and this amount is due six months from date the buyer signs. The 9% interest is a per annum rate. BUYER ALSO AGREES AND UNDERSTANDS THAT original amount of 23,092.49 cannot be paid until July 1, 1981, that amount representing what is owed on the first contract and mortgage.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 34,000.00. (Indicate which) (1) In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the losing party in said suit or action agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and appeal is taken from any judgment or decree of the 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; that if the context so requires, the singular pronoun shall be taken to mean and include the plural; the masculine and 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; 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.

Alan K. Grant James R. Hawkins
ALAN K. GRANT JAMES R. HAWKINS
Deborah R. Grant

NOTE-The sentence between the symbols () if not applicable, should be deleted. See ORS 93.030.
STATE OF OREGON, CALIFORNIA } ss.
County of SAN DIEGO }
October 10, 1979 } Personally appeared Alan K. Grant and Deborah R. Grant and James R. Hawkins who, being duly sworn, Personally appeared the above named Alan K. Grant and Deborah R. Grant each for himself and not one for the other, did say that the former is the president and that the latter is the secretary of Alan K. Grant and Deborah R. Grant 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, James R. Hawkins Notary Public for Oregon, My commission expires: 1980
My Commission Expires: Feb. 12, 1980
Section 4 of Chapter 618, Oregon Laws 1975, provides: (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 conveyer 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.

STATE OF CALIFORNIA

County of Contra Costa ss.On this 12 day of Octoberin the year One Thousand Nine Hundred and Seventy Ninebefore me, Alden J. DesMarais a Notary Public in and forthe County of Contra Costa, State of California

residing therein, duly commissioned and sworn, personally appeared

James R. Hawkins

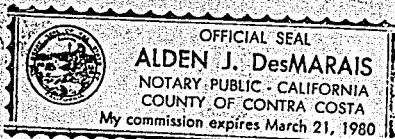
known to me to be the person whose name is subscribed to the within instrument

and acknowledged that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, at my

office in the County of Contra Costa the day and year in this certificate

first above written.

Alden J. DesMaraisNotary Public in and for the County of Contra Costa State of California.My commission expires 1980

FURRER'S (ACKNOWLEDGEMENT GENERAL)

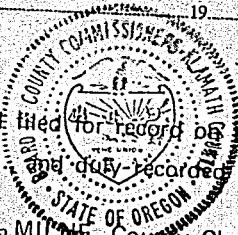
STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 15th day of October A.D., 19 79 at 3:34 o'clock P. M. and duly recorded in Vol. M79 of Deeds on Page 24286.

FEE \$7.00

INDEXED

WM. D. MILLER, County Clerk

By Renee Thelma Deputy

25008

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 24th day of October A. D. 1979 at 3:50 o'clock P.M., and

fully recorded in Vol. 479, of Mortgages on Page 25006

Wm D. MILNE, County Clerk

By Lernetha D. Hetch

Fee \$10.50