

76226

CONTRACT—REAL ESTATE

Vol. 779 Page 25605

THIS CONTRACT Made this 20 day of October, 1979, between
CHARLES FORSYTH and MARY FORSYTH, husband and wife

and **LEONARD V. JONES and BLANCHE J. JONES**, husband and wife

hereinafter called the seller,
 hereinafter called the buyer,
 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:

Lot 4, Block 5, Tract No. 1065, IRISH BEND, in the County of Klamath,
 State of Oregon.

SUBJECT, however, to the following:

1. Reservations, including the terms and provisions thereof, in deed
 between United States of America to Henry G. Wolff, recorded September
 6, 1956 in Book 286 at page 367, Deed Records, as to subsurface rights,
 except as to water (affects Government Lots 22, 27 and 30 in Sec. 17,
 Twp 35 S., R. 7 EWM)

2. Restrictions, but omitting restrictions, if any, based on race,
 color, religion or national origin, as shown on the recorded plat of
 IRISH BEND.

3. Covenants, easements and restrictions, but omitting restrictions,
 if any, based on race, color, religion or national origin, imposed by
 (Continued on reverse side)

for the sum of Six Thousand Seven Hundred Fifty and 00/100 Dollars (\$6,750.00)
 (hereinafter called the purchase price), on account of which Two Thousand and 00/100

Dollars (\$2,000.00) 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: \$4,750.00) to the order
 of the seller in monthly payments of not less than Sixty-Five and 00/100
 Dollars (\$65.00) each, or more, no prepayment penalty.

payable on the 15th day of each month hereafter beginning with the month of November, 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 nine per cent per annum from
 October 15, 1979 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, and

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on October 15, 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 \$100,000 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-

sure (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. 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.

Charles & Mary Forsyth

5600 Stanley Dr

Auburn, Calif. 95603

SELLER'S NAME AND ADDRESS

Leonard & Blanche Jones

396 Yale Ave.

Coalinga, Calif. 93210

BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate

P.O. Box 376

Chiloquin Ore 97624

NAME, ADDRESS, ZIP

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

Leonard & Blanche Jones

396 Yale Ave.

Coalinga, Calif. 93210

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 _____ 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

52800

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 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 revert 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 the land aforesaid, without any process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging.

And 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.

CONTINUED PAGE 83310
JAN 1976 VAG
RECEIVED & RETURNED 10/26/82

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$6,750.00. However, the actual consideration consists of or includes other property or value given or promised which is the actual consideration (indicate which):
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 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.

Charles Forsyth *Leonard V. Jones*
Mary Forsyth *Blanche J. Jones*
Charles Forsyth Leonard V. Jones
Mary Forsyth Blanche J. Jones

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

STATE OF OREGON, County of Klamath,
Personally appeared the above named Leonard V. Jones and Blanche J. Jones, 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 the 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, Notary Public for Oregon, My commission expires 7-16-83.
My commission expires 7-16-83.

OFFICIAL SEAL
Notary Public for Oregon
My commission expires 7-16-83.

OFFICIAL SEAL
Notary Public for Oregon
My commission expires 7-16-83.

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 conveyer 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.

instrument, including the terms thereof, of RECORD BOOK M-73 PAGE 5588
Recorded May 9, 1973

4. Contract, including the terms and provisions thereof,
Dated June 1, 1978
Recorded June 23, 1978 BOOK M-78 PAGE 13509
Vendor Gerald Wolff and Martha E. Wolff, husband and wife.
Vendee Charles Forsyth and Mary Forsyth, husband and wife.

Said contract is not being assumed by the buyer and seller covenants to hold buyer harmless therefrom.

STATE OF CALIFORNIA
County of Placer

on October 16, 1979, before me, Joseph A. Nicosia
(Notary Public, in and for said State, personally appeared)
Charles Forsyth and Mary Forsyth

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

My commission expires April 17, 1982
Joseph A. Nicosia
Notary Public

