

76359

CONTRACT—REAL ESTATE

Vol. 79

Page

25820

THIS CONTRACT, Made this 22nd day of October, 1979, between the STATE OF OREGON by and through the Division of State Lands, hereinafter called the seller, and James R. DeBaun, Trustee, and/or any Successor Trustee, under Written Declaration of Trust dated September 7, 1972

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 3, Block 6, First Addition, City of Klamath Falls, Oregon. Assessor's Map 36-17, Tax Lot 47-1.

RESERVATION: Minerals.

for the sum of Four Thousand One Hundred Eleven and no/100 - - - Dollars (\$4,111.00) (hereinafter called the purchase price), on account of which, Four Hundred Eleven and 10/100 Dollars (\$411.10) 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: \$3,699.90) to the order of the seller in monthly payments of not less than Ninety Five and 18/100 Dollars (\$95.18) each, for forty-eight (48) consecutive months - - -

payable on the 5th day of each month hereafter beginning with the month of December, 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 10-3/4 per cent per annum from October 22, 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 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) 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 22, 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 liens and all other liens and have 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 \$100,000 and 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 be interest at the rate of 10-3/4 per cent per annum, however, of any right arising to the seller for buyer's breach of contract.

The seller agrees that at his expense and after 4 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, 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's executing all liens and encumbrances created by the buyer or his assigns.

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; Stevens-Neess 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-Neess Form No. 1307 or similar.

Division of State Lands

1445 State Street

Salem, Oregon 97310

SELLER'S NAME AND ADDRESS

James R. DeBaun

BC 1-10

Big Bear Lake, California 92315

BUYER'S NAME AND ADDRESS

After recording return to:

Division of State Lands

1445 State Street

Salem, Oregon 97310

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

James R. DeBaun

BC 1-10

Big Bear Lake, California 92315

NAME, ADDRESS, ZIP

STATE OF OREGON

County of

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

52831

