

77521

THIS CONTRACT Made this 30th day of November, 1979, between John C. Knecht and Holly D. Knecht, husband and wife, hereinafter called the seller, and Marion C. Barnes and Wilma L. Barnes, husband and wife, hereinafter called the buyer, and all of the mutual covenants and agreements herein contained, the

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, Lot 7, Block 13, Tract No. 1105, FOURTH ADDITION TO CYPRESS VILLA, in the County of Klamath, State of Oregon.

- Subject, however, to the following:
1. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.
 2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals, of Klamath Irrigation District.
 3. Regulations, including levies, liens, assessments, rights of way and easements of the South Suburban Sanitary District.
 4. Rights of the public in and to any portion of said premises lying within the limits of roads and highways.
 5. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin, as shown on the recorded plat of Fourth Addition to Cypress Villa, including set back lines and (for continuation of this legal description see reverse side of this Contract) Seventy thousand and no/100 Dollars (\$70,000.00) for the sum of

hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: The balance of \$55,000.00 shall be paid as follows: Buyers herein agree to pay that certain Trust Bank of Oregon, and assigned dated October 23, 1975; to First National Bank of Oregon, a U. S. Corporation, on behalf of Sellers herein with an approximate balance due and owing of \$34,535.68 with interest paid to November 1, 1979, payable in monthly installments of \$251.90, including interest at the rate of 7 1/2% per annum plus taxes and insurance. Buyers herein agree to pay said payment on the 1st day of each month, until the full balance and interest are paid in full; Buyers further agree to pay that certain (See attached Exhibit "A" and by this reference incorporated herein.)

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 for business or commercial purposes other than agricultural purposes.

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 shall be entitled to possession of said lands on closing 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 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 insurable value of the buildings and contents thereof, and he will deliver to the seller, as soon as insured, a good and sufficient deed conveying said premises in fee simple unto the buyer, his heirs and assigns, free and clear of all encumbrances as of the date hereof and free and clear of all 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.

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).

STATE OF OREGON
County of _____
I certify that the within instrument 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.
By _____ Recording Officer
Deputy

After recording, return to: _____
NAME, ADDRESS, ZIP _____
Until a change is requested all tax statements shall be sent to the following address:
NAME, ADDRESS, ZIP _____
Ms records show No change

27855
STATE OF OREGON
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 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 all rights and interest 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 remain 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 this contract are to be retained by said seller 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 thereto.

27856
The true and actual consideration paid for this transfer, stated in terms of dollars, is: 70,000.00 However, the actual consideration consists of, or includes other property or value given or promised which is the actual consideration (indicate which) 0
In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action, and if an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff'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, 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 thereto by order of its board of directors.

John C. Knecht
Holly D. Knecht
Marion C. Barnes
Wilma L. Barnes

NOTE - The sentence between the symbols (0), if not applicable, should be deleted. See ORS 93.030
STATE OF OREGON, County of Klamath, ss. I, Notary Public for Oregon, do hereby certify that the foregoing is a true and correct copy of the original instrument as the same appears from the records of my office.

Personally appeared the above named John C. Knecht and Holly D. Knecht, husband and wife, 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 Transamerica Title Insurance Company, 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, Notary Public for Oregon, on this 3-22-77 day of March, 1977, I have seen the said John C. Knecht and Holly D. Knecht, husband and wife, who being duly sworn, have acknowledged to me that they are the persons whose names are subscribed to the foregoing instrument, and that they have executed the same for the purposes and consideration therein expressed.

(DESCRIPTION CONTINUED)

utility easements.
6. Trust Deed, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$36,000.00
Dated: October 23, 1975
Recorded: October 29, 1975 Book: M-75 Page: 13543
Trustor: John C. Knecht and Holly D. Knecht, husband and wife
Trustee: Transamerica Title Insurance Company
Beneficiary: First National Bank of Oregon
Said Trust Deed was assigned by mesne assignments and by instrument

Dated: January 6, 1977
Recorded: February 8, 1977 Book: M-77 Page: 2265
To: Rainier National Bank, a U. S. Corporation,

which Buyers herein do not assume, but agree to pay on behalf of Sellers herein, and agree to hold Sellers harmless therefrom.

7. Mortgage, including the terms and provisions thereof, with interest thereon and such future advances as may be provided therein, given to secure the payment of \$12,080.00
Dated: March 12, 1979
Recorded: March 14, 1979 Book: M-79 Page: 5797
Mortgagor: John C. Knecht and Holly D. Knecht

Mortgagee: United States National Bank of Oregon, which Buyers herein do not assume, but agree to pay on behalf of Sellers herein, and agree to hold Sellers harmless therefrom.

(See attached Exhibit "A" for Special Provisions of this Contract, and hereby incorporated herein)

Mortgage set forth herein dated March 12, 1979, to U. S. National Bank of Oregon, on behalf of Sellers herein, with an approximate balance due and owing of \$11,816.85 with interest paid to November 16, 1979, payable in monthly installments of \$145.03, including interest at the rate of 12% per annum. Buyers herein agree to pay said payment on the 16th day of each month, until the full balance and interest are paid in full. The balance of \$8,647.47 shall be paid to Sellers in a lump sum payment due on or before June 1, 1981, plus interest at the rate of 12% per annum from November 30, 1979. There is no prepayment penalty on this Contract.

It is further agreed by and between the parties hereto that the Contract of Sale and Warranty Deed shall be placed in escrow at Frontier Title Company, 2938 South 6th Street, Klamath Falls, Oregon 97601. Sellers hereby instruct said escrow agent to deliver to Buyers the Warranty Deed held in said escrow, upon proof by Buyers to the escrow agent, that the above mentioned Trust Deed and Mortgage have been fully satisfied by Buyers.

It is further agreed by and between the parties hereto that in the event the lenders on either of the above-mentioned Trust Deed or Mortgage shall require said loans to be paid in full, the Buyers herein agree to apply for a new loan or loans and pay said balance of said Mortgage and Trust Deed in full.

It is further agreed by and between the parties hereto that Buyers herein agree to notify Sellers in the event they are unable to make said payments on the Trust Deed and Mortgage prior to any default by Buyers.

In the event of a subsequent sale of the subject property herein, said sale shall be either an all cash sale or a refinanced transaction, thus paying this contract in full.

It is further agreed by and between the parties hereto that in the event Buyers herein are delinquent for a period of 60 days from the date of the payment of either the Trust Deed or Mortgage that the Sellers herein shall be authorized to make said payment on behalf of Buyers and shall be authorized, upon presentation of a paid receipt to the escrow agent, to add said payment to the balance of the Contract.

STATE OF OREGON; COUNTY OF KLAMATH; ss.
 Filed for record at request of Transamerica Title Co.
 this 30th day of November A. D. 19 79 at 3:37 clock P. M., and
 duly recorded in Vol. M79, of Deeds on Page 27855

Wm D. MILNE, County Clerk
 By Bernetha Chetsch

Fee \$10.50

EXHIBIT "A"