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K-32642 77634

CONTRACT—REAL ESTATE

Vol. 779 Page 28012

THIS CONTRACT, Made the 30 day of November, 1979, between

Melvin J. Hilbert

day of November

1979, between

of the County of \_\_\_\_\_ and State of \_\_\_\_\_, hereinafter called the  
seller, and Robert Kirk Haase \_\_\_\_\_, hereinafter called the  
of \_\_\_\_\_ and State of \_\_\_\_\_ of the County

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as  
hereinafter specified, the seller hereby agrees to sell, and the buyer agrees to purchase, the following described real  
estate, situate in the County of \_\_\_\_\_ State of \_\_\_\_\_, to-wit:  
All the following described real property situate in Klamath County, Oregon:

PARCEL 1: A tract of land located in the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 34, Township 40 South, Range 12  
E.W.M. and more particularly described as follows:  
Beginning at the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 34, extending thence North  
on the 40 line a distance of 520 feet; thence East 335 feet; thence South 520 feet to the  
South line of said Section 34; thence West on the South line of said Section a distance of  
335 feet to the point of beginning.

SAVING AND EXCEPTING that portion described in Deed Volume 213 page 279, Described as  
follows: Beginning at the Southwest corner of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 34 Township 40  
South Range 12 East of the Willamette Meridian, running thence East 335 feet; thence North  
30 feet; thence West 335 feet, thence South 30 feet to the place of beginning. (see reverse)  
for the sum of Nineteen Thousand Five Hundred and no/100-----Dollars (\$19,500.00)  
on account of which Five Thousand Five Hundred and no/100-----Dollars (\$5,500.00)  
is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be  
paid to the order of the seller with interest at the rate of 9 per cent per annum from November 30,  
1979, on the dates and in amounts as follows: The sum of \$1,000.00 to be paid on or before  
January 15, 1980; the buyer agrees to pay the remainder of said purchase price (to-wit:  
\$13,000.00) to the order of the seller in monthly payments of not less than One Hundred  
Seventy-five and no/100 Dollars (\$175.00) payable on the 15th day of each month hereafter  
beginning with the month of February, 1980, and continuing until said purchase price is  
fully paid. All of the purchase price may be paid at any time without penalty of interest.

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

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The buyer, in consideration of the premises,  
hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly  
and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the seller,  
against loss or damage by fire (with extended coverage) in an amount not less than \$ \_\_\_\_\_ in a company or companies satisfactory to seller,  
and will have all policies of insurance on said premises made payable to the seller as seller's interest may appear and will deliver all policies of insurance on said  
premises to the seller as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above  
described premises.

(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.

Melvin J. Hilbert  
326 E. Earll Drive  
Phoenix, Arizona 85012  
SELLER'S NAME AND ADDRESS

Robert Kirk Haase  
9431 Hill Road  
Klamath Falls, Oregon 97601  
BUYER'S NAME AND ADDRESS

After recording return to:  
Klamath County Title Insurance Co.  
422 Main Street  
Klamath Falls, Oregon 97601  
NAME, ADDRESS, ZIP

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

Robert Kirk Haase  
9431 Hill Road  
Klamath Falls, Oregon 97601  
NAME, ADDRESS, ZIP

STATE OF OREGON.

County of \_\_\_\_\_ } ss.

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.

By \_\_\_\_\_

Recording Officer  
Deputy

The seller agrees that at his expense and within 30 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, 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.

But in case the buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the seller 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 the right and interest hereby created or then existing in favor of the buyer derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the seller without any declaration of forfeiture or act of re-entry, or without any other act by seller to be performed and without any right of the seller of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

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 seller's 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 thereof or as a waiver of the provision itself.

The buyer shall not be deemed in default for failure to perform any covenant or condition of this contract, other than the failure to make payments as provided for herein, until notice of said default has been given by Seller to buyer and buyer shall have failed to remedy said default within sixty (60) days after the giving of the notice. Notice for this purpose shall be given by the deposit in the mail of a certified letter containing said notice and addressed to buyer at 9431 Hill Road, Klamath Falls, Oregon.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$19,500.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).

And in case suit or action is instituted to foreclose this contract or to enforce any provision thereof, 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 judgment or decree of such trial court, the losing party in said suit or action 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 as well as the buyer may be more than one person; that if the contest 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 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.

*William J. Gilbert*

*Robert Kirk Haase*

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

STATE OF OREGON, )  
County of Klamath ) ss.  
November 19, 1979

STATE OF OREGON, County of ) ss.  
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Personally appeared and  
who, being duly sworn,  
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

Personally appeared the above named  
Robert Kirk Haase

and acknowledged the foregoing instru-  
ment to be his 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 be-  
half of said corporation by authority of its board of directors; and each of  
them acknowledged said instrument to be its voluntary act and deed.

(OFFICIAL  
SEAL)

Notary Public for Oregon  
My commission expires 8-8-83

Notary Public for Oregon  
My commission expires:

(OFFICIAL  
SEAL)

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)

PARCEL 2: Beginning at a point in the West line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 34, Township 40 South, Range 12 E.W.M. a distance of 520 feet North of the Southwest corner of said SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 34, extending thence East 335 feet; thence North to the Southerly boundary of the Shasta View Irrigation canal as now constructed; thence Northwesterly along the Southerly boundary line of said canal to its intersection with the West line of the SE $\frac{1}{4}$ SW $\frac{1}{4}$  of said Section 34; thence South to the place of beginning, being a portion of the E $\frac{1}{2}$ SW $\frac{1}{4}$  of said Section 34.

SUBJECT TO: 1 Acreage and use limitations under provisions of United States Statutes and regulations issued thereunder.

2. Liens and assessments of Klamath Project and Shasta View Irrigation District, and regulations, easements, contracts, water and irrigation rights in connection therewith.

3. Rules, regulations, liens, assessments, contracts, rights of way, easements, and any and all obligations created or imposed upon or affecting said premises by the Klamath Basin Improvement District.

4. Grant of Right of Way, including the terms and provisions thereof, given by Gene Hall to The California Oregon Power Company, a California corporation, dated July 7, 1950, recorded July 13, 1950, in Volume 240 page 220, Deed Records of Klamath County, Oregon.

5. Reservations in Deed from Michael J. McAuliffe, et ux., to Charley Fort, dated April 15, 1946, recorded April 15, 1946, on page 429, of Vol. 187 of Deeds, as follows: "Grantor reserve the right to drain all of their drainage water from their adjacent property on the land herein deeded to the grantee herein."

6. Grant of Right of Way including the terms and provisions thereof, given by Mary McAuliffe and Michael J. McAuliffe, wife and husband, to The California Oregon Power Company, a California Corporation, dated July 6, 1950, recorded July 13, 1950, in Volume 240 page 222, Deed Records of Klamath County, Oregon.

7. Grant of Right of Way, including the terms and provisions thereof, given by Michael J. McAuliffe and Mary McAuliffe, husband and wife to the California Oregon Power Company, a (see attached sheet)

Attachment to Contract of Sale  
(continuation of 7. regarding Grant of Right of Way

2301

7. California Corporation, dated May 25, 1957, recorded June 5, 1957, in Volume 292, page 196, Deed Records of Klamath County, Oregon.

8. Easement, including the terms and provisions thereof, given by Melvin J. Hilbert to Shasta View Irrigation District, recorded July 17, 1974 in Microfilm M-74 on page 8738, records of Klamath County, Oregon. Said Easement was conveyed by Shasta View Irrigation District to United States of America by Deed recorded in M-75 on page 13760 and recorded in M-75 on page 14318, records of Klamath County, Oregon.

STATE OF ARIZONA  
County of Maricopa } ss.

November 27, 1979

Personally appeared the above named, Melvin J. Hilbert and acknowledged the foregoing instrument to be his voluntary act and deed.

(OFFICIAL SEAL)

Before me:

Phillip R. Smith  
NOTARY PUBLIC FOR ARIZONA  
My Commission Expires: 2-28-80

STATE OF OREGON; COUNTY OF KLAMATH; ss.

led for record at request of Klamath County Title Co.

is 3rd day of December A. D. 1979 at 3:48 clock P. M., are

uly recorded in Vol. 479, of Deeds on Page 28012

W. D. MILNE, County Clerk

Bernetha W. Heltsch

Fee \$10.50