

TH - 8-19026-6

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CONTRACT—REAL ESTATE

Vol. M 79 Page 28073

THIS CONTRACT, Made the 9th day of November, 1979, between

DIANE L. NAZARENKO

of the County of Klamath and State of Oregon, hereinafter called

the first party, and LEROY W. MESSICK

of Klamath and State of Oregon of the County

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the following described real estate, situate in the County of Klamath, State of Oregon, to-wit:

A portion of Lot 2, Block 18, FIRST ADDITION TO KLAMATH FALLS, in the County of Klamath, State of Oregon, more particularly described as follows:

Beginning at the intersection of the South line of Rose Street and the West line of Prospect Street; thence South along the West line of Prospect Street 157 feet for the true point of beginning; thence North 58° 10' West 98.6 feet; thence Southwesterly 40 feet along the Easterly line of closed Roosevelt Street to 9th Street; thence South-easterly along 9th Street 110 feet; thence Northeasterly 37 feet to Prospect Street; thence 19.5 ft North along Prospect St to point of beg-...

for the sum of Ten Thousand Only Dollars (\$ 10,000.00)

on account of which One Thousand Only Dollars (\$ 1,000.00)

is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the remainder to be paid to the order of the first party with interest at the rate of 10 per cent per annum from November 9, 1979, on the dates and in amounts as follows:

balance of principal and interest payable in full on or before December 31, 1979, through a collection escrow at Frontier Title and Escrow Company.

This contract is subject to that certain unrecorded contract dated January 1, 1974 between Interstate Investment Company and Viola Hawkins, Book M 75, Page 5772, and the assignment thereto to First Party October 30, 1978, Book M 78, Page 24428, and any other encumbrances of record which First Party does hereby agree to pay in full according to their terms no later than January 2, 1980.

The buyer (also called second party) 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 a business, or for a commercial purpose.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, 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 first party against loss or damage by fire (with extended coverage) in an amount not less than \$

in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party 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-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.

Diane L. Nazarenko  
1528 Johnson Avenue  
Klamath Falls, OR 97601

SELLER'S NAME AND ADDRESS

Leroy W. Messick  
P O Box 99  
Newhall, CA 91321

BUYER'S NAME AND ADDRESS

After recording return to:

TA-Branch

NAME, ADDRESS, ZIP

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

Leroy W. Messick  
P. O. Box 99  
Newhall, CA 91321

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/roll number

Record of Deeds of said county.

Witness my hand and seal of

County affixed.

By

Recording Officer  
Deputy

The first party agrees that at his expense and within \_\_\_\_\_ days from the date hereof, he will furnish unto second party a title insurance policy insuring (in an amount equal to said purchase price) marketable title in and to said premises in the first party 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. First party 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 second party, 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 first party, excepting, however, the said easements and restrictions and the taxes, municipal liens, water rents and public charges so assumed by the second party and further excepting all liens and encumbrances created by the second party or his assigns.

But in case the second party 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 first party 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 second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party 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 true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration (indicate which):

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial 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 such 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.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party 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.

In construing this contract, it is understood that the first party or the second party may be more than one person; that if the contract 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 thereunto by order of its board of directors.

*Diana Lynn Nazarenko*

*X Leroy W. Messick*

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.0301.

STATE OF CALIFORNIA  
County of *Los Angeles* } ss.  
*November 27, 1979*

STATE OF OREGON, County of \_\_\_\_\_, 19\_\_\_\_ ) ss.

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  
*LEROY W. MESSICK*  
and acknowledged the foregoing instrument 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 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:  
(OFFICIAL SEAL) *Betty S. Wooten*  
Notary Public for *CALIFORNIA*  
My commission expires *11-26-82*

Before me:  
Notary Public for Oregon  
My commission expires:

(SEAL)

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 conveyor 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."

(DESCRIPTION CONTINUED)

...inning. LESS portion described in Deed Volume 81 at page 338.



STATE OF OREGON, } ss.  
County of *Klamath*

FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this *4<sup>th</sup>* day of *December*, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named *Diana L. Nazarenko*

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that \_\_\_\_\_ executed the same freely and voluntarily.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year last above written.

*Betty S. Wooten*  
Notary Public for Oregon.  
My Commission expires *11/26/82*

STATE OF OREGON; COUNTY OF KLAMATH; ss.

28075

i hereby certify that the within instrument was received and filed for record on the 4th day of  
December A.D., 19 79 at 3:55 o'clock P M., and duly recorded in Vol. M79,  
of Deeds on Page 28073.

FEE \$10.50

WM. D. MILNE, County Clerk

By Bernetha H. Hetch Deputy