

78019

MTC-

CONTRACT—REAL ESTATE

Vol. 779 Page 28581

THIS CONTRACT, Made this 19TH day of NOVEMBER, 1979, between  
 CECIL E. ELLIOTT P.O. BOX 27 SPRAGUE RIVER, OR. 97639  
 and LEE Y. AND IONE M. LAMBERT P.O. BOX 441 DOUGLAS, ALASKA 99824

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, to-wit:

LOT THREE (3), BLOCK ONE (1), TRACT ELEVEN SIXTY FOUR (1164),  
 SECTION TWENTY (20), TOWNSHIP 36S, RANGE 11E, W.M. 20.15 ACRES.

SELLER TO PAY TITLE INSURANCE AND HALF OF ESCROW COSTS. BUYER TO PAY  
 COLLECTION COSTS AND HALF OF ESCROW COSTS.

PURCHASE PRICE INCLUDES ALL PRESENT IMPROVEMENTS EXCEPT 1979 (24X56)  
 THREE BEDROOM MOBILE HOME. BUYER AGREES TO PAY FOR THE BREAKDOWN,  
 TRANSFER & SETUP OF MOBILE HOME TO A LOT OF THE SELLERS CHOICE IN THE  
 IMMEDIATE AREA OF TRACT 1164. SELLER WILL HAVE UNTIL AUGUST 1, 1980  
 TO REMOVE MOBILE HOME.

for the sum of THIRTY ONE THOUSAND FIVE HUNDRED & NO/100 Dollars (\$ 31,500.00 )  
 (hereinafter called the purchase price), on account of which FIFTEEN THOUSAND ONE HUNDRED NO/100  
 Dollars (\$ 15,100.00 ) 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: \$ 16,400.00 ) to the order  
 of the seller in monthly payments of not less than ONE HUNDRED FIFTY TWO & 88/100  
 Dollars (\$ 152.88 ) each, MONTH

payable on the 1ST day of each month hereafter beginning with the month of JANUARY, 1980,  
 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 9 1/2 per cent per annum from  
 DECEMBER 1, 1979 until paid, interest to be paid MONTHLY and \* ~~XXXXXXX~~  
 (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.

XX  
 The buyer shall be entitled to possession of said lands on DECEMBER 1, 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 mechanics  
 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 \$ NONE 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 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-  
 suring (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.  
 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 lined in the Truth-in-Lending Act and Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures.  
 Stevens-Ness Form No. 1307 or similar.

CECIL E. ELLIOTT  
 P.O. BOX 27  
 SPRAGUE RIVER, OR. 97639

SELLER'S NAME AND ADDRESS

LEE Y. & IONE M. LAMBERT  
 P.O. BOX 441  
 DOUGLAS, ALASKA 99824

BUYER'S NAME AND ADDRESS

After recording return to:

MOUNTAIN TITLE COMPANY  
 407 MAIN STREET  
 KLAMATH FALLS, OR. 97601

NAME, ADDRESS, ZIP

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

LEE Y. AND IONE M. LAMBERT  
 P.O. BOX 441  
 DOUGLAS, ALASKA 99824

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-  
 ment was received for record on the  
 day of 10,  
 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

...and all other rights required by the buyer hereunder...  
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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 31500.00

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 thereunto by order of its board of directors.

*Leg. Lambert Nov 26, 1979*  
*Don M. Lambert Nov 26, 1979*

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

STATE OF OREGON, } ss.  
County of }  
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Personally appeared the above named

and acknowledged the foregoing instrument to be his voluntary act and deed.

Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires

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

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:  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires

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)



*Cecil E. Elliott*

STATE OF OREGON, } ss.  
County of Klamath }

BE IT REMEMBERED, That on this 29th day of November, 1979, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named CECIL E. ELLIOTT

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he 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.

*[Signature]*  
Notary Public for Oregon  
My Commission expires

STATE OF OREGON; COUNTY OF KLAMATH; ss.

I hereby certify that the within instrument was received and filed for record on the 12th day of December, A.D., 1979 at 2:15 o'clock P.M., and duly recorded in Vol. M79 of Deeds on Page 28584.

INDEXED  
FEE \$7.00

WM. D. MILNE, County Clerk  
By *[Signature]* Deputy