

78643

THIS CONTRACT, Made this 19 day of August, 1979, between
 DONNA D. JACKSON, SANDRA L. SIMMONS, AND LORENA L. SHORT,
 and BENJAMIN E. KELLY, hereinafter called the seller,

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:

That parcel of land located in the NE 1/4, SW 1/4, Section 7, Township 38 South, Range 9 East, Willamette Meridian, Klamath County, Oregon and being approximately the south half of that property described in Vol. M-79, Page 3138 of the Deed Records of Klamath County, Oregon, more particularly described as follows:

Beginning at an iron pin which is the southeast corner of that tract of land described in Volume M-79, Page 3138 of the official deed records of Klamath County, Oregon, said iron pin being the following two bearings and distances from the iron pin marking the center of Section 7 of said township and range, N89°49'W 976.04 feet, along the east-west center of Section 7 and S06°02'W 780.3 feet. Thence from said iron pin N89°49'W (over)

*It is agreed that on February 1, 1980, this contract will be converted to a trust deed upon the same payment schedule as set forth above to continue until full balance of principal and interest is paid.

**Buyer agrees at his expense to obtain Klamath County Planning Commission approval for this partition of property within 90 days of the date hereof or this contract is null and void.

(hereinafter called the purchase price), on account of which ONE HUNDRED AND NO/100 Dollars (\$40,000.00) 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: \$39,900.00) to the order of the seller in monthly payments of not less than THREE HUNDRED, FIFTY AND NO/100 Dollars (\$ 350.00) each,

payable on the 1st day of each month hereafter beginning with the month of September, 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 9 per cent per annum from July 30, 1979 until paid, interest to be paid monthly and * in addition to 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,
 (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 7-30 19 79 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 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 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 \$ 40,000.00 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 20 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, 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 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.

Donna D. Jackson, Sandra L. Simmons, and Lorena L. Short,
 7438 Hilyard, Klamath Falls, OR

SELLER'S NAME AND ADDRESS

Benjamin E. Kelly
 4258 Altamont Drive
 Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

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

STATE OF OREGON.

County of

I certify that the within instrument was received for record on the day of 19at o'clock AM, 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 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 20 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 said purchase price with interest thereon at once due and payable, (3) to withdraw said deed and other documents from escrow and/or (4) to foreclose this contract by suit in equity, and in any of such cases all rights and interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and the seller without any act of entry, or any other act of said seller to be performed and without any right of the buyer of return, redemption or compensation for moneys paid on account of the purchase of said property as absolute, fully and perfectly as if this contract and such payments had never been made, and in case of such default all moneys theretofore made on this contract shall be retained by 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, with or without process of law, and take immediate possession thereof, together with all the improvements and appurtenances thereon or therein belonging.

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 \$ 40,000.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which).)

In case suit or action is instituted to foreclose this contract or to enforce any provision hereof, 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 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 or the buyer may be more than one person or a corporation; 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.

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 triplicate; 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.

Benjamin E. Kelly
Sandra L. Simmons
Donna D. Jackson
Lorena Short

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

STATE OF OREGON,)
County of Klamath) ss.
August 17, 1979.
Personally appeared the above named Benjamin E. Kelly, Donna D. Jackson, Sandra L. Simmons, Lorena Short and acknowledged the foregoing instrument as their voluntary act and deed.

STATE OF OREGON, County of _____, ss.
Personally appeared _____, 19____, 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: _____ (SEAL)
Notary Public for Oregon
My commission expires: _____

Notary Public for Oregon
My commission expires 1-27-81

ORS 93.035 (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 conveyor 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 93.035 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)
along the southerly line of said parcel 541.6 feet to an iron pin on the easterly right of way line of the new Dalles-California highway; thence N11°36'W along the easterly right of way of said highway 137.18 feet to a point; thence S89°49'E 583.37 feet to a point on the easterly line of the parcel described in M-79 at P3138; thence S06°02'W along said easterly line 135.0 feet to the point of beginning, containing 1.73 acres, more or less.

STATE OF OREGON; COUNTY OF KLAMATH; ss.
Filed for record _____
this 27th day of December, A. D. 1979, at 3:46 o'clock A. M., and
duly recorded in Vol. M79, of Deeds on Page 29571
Wm D. MILNE, County Clerk
Wm D. Milne

Fee \$7.00