

(This contract should be executed in triplicate, acknowledged by seller and recorded in the deed records.)

79662

## CONTRACT—REAL ESTATE

Vol. M80 Page 1273

THIS CONTRACT, Made this 22 nd. day of May, 1979, between  
Edward L. Shelton (husband) and  
Juanita Shelton ( wife), hereinafter called the seller,  
and Paul Wheeler Temple, hereinafter called the buyer,

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:

Lot(s) 59 Block 15  
Klamath Falls Forest Estates Highway 66 Plat No. 1  
 as recorded in Klamath County, Oregon

for the sum of Three Thousand, Five Hundred Dollars (\$ 3500.00 )  
(hereinafter called the purchase price) on account of which Five Hundred  
Dollars (\$ 500.00 ) is paid on the execution hereof (the receipt of which  
hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows,  
to-wit:

The buyer in consideration of the premises, hereby agrees to pay the seller, the remaining principal of Three Thousand dollars (\$3000.00) including all interest, payable at the rate of fifty dollars (\$50.00) or more per month by the twentieth, (20) of each month, beginning August, 1979.

All of said purchase price may be paid at any time; all deferred balances shall ~~be paid in installments~~ until said interest be paid any time and \* ~~the minimum~~ being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

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.

The buyer shall be entitled to possession of said lands on May 22, 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 sublet or water the land. 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 \$ Up to buyer Now

than \$ Up to buyer . . . . . Now  
if the buyer shall fail to pay any such liens, costs, water rents, taxes, or charges or to procure and pay for such            the seller may do so and            without  
any payment so made shall be added to and become a part of the debt secured by this contract and shall bear            without  
waiver, however, of any right arising to the seller for buyer's breach of contract.           

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, it any, and retained by seller

\_\_\_\_\_ and has placed said deed, together with an executed copy of this contract  
1st safety deposit box Bank of America Gardena CA.

the seller will deliver said deed to the buyer, his heirs and assigns, upon payment of the purchase price and full compliance by the buyer with the terms of this agreement.

**Terms of this agreement**

Edward L. and Juanita Shelton

17227 S. Dalton Ave.

Gardena Calif. 90247

SELLER'S NAME AND ADDRESS

~~Paul W. Temple~~

Route #1 Box 671

Bonanza Oregon 97623

BUYER'S NAME AND ADDRESS

**After recording return for**

Paul W. Temple

Route #1 Box 671

Bonanza Oregon 97623

NAME, ADDRESS, ZIP

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

Paul W. Temple

Route #1 Box 671

Bonanza Oregon 97623

NAME ADDRESS ZIP

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.

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 the 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 the interest thereon at once due and payable, (3) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, (4) to declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable, and for (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 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 revest 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 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.

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.

BODMURE 03500 81883  
BODMURE AT BOX 631  
BENT A. BENDITE

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$3000.00

In case suit is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit 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.

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, 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.

*Edward L. Shelton* *Paul Wheeler Temple*  
*Juanita Shelton*

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

STATE OF OREGON, CALIFORNIA ) ss.  
County of LOS ANGELES )  
JANUARY 19 1980 )  
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.

Personally appeared the above named *EDWARD L. SHELTON, JUANITA SHELTON AND PAUL WHEELER TEMPLE* and acknowledged the foregoing instrument to be *THEIR* voluntary act and deed.

Before me *[Signature]*  
Notary Public for Oregon CALIFORNIA  
My commission expires \_\_\_\_\_

Before me *[Signature]*  
Notary Public for Oregon  
My commission expires \_\_\_\_\_

(SEAL)



My commission expires DEC 7, 1980

Section 4 of Chapter 618, Oregon Laws 1975, provides:  
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, the parties are bound, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the owner of the title being conveyed, 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.  
Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)  
BOTTLES (SEC CO) OF WOLF BEE WOLF PA THE PRESENTED  
(3000) OF STATE OF OREGON; COUNTY OF KLAMATH; ss.  
The better, the description of the subject of title from the  
was presented for record at request of *Paul Temple*.

this 22nd day of January A. D. 1980 at 10:43 o'clock AM., and  
duly recorded in Vol. M-80 of Deeds on Page 1273  
W. D. MILNE, County Clerk  
Fee \$7.00 *[Signature]*

RECORDED IN Klamath County, Oregon  
Klamath County Recorder's Office  
for (a) - 88 - Block - 12 -

EDWARD L. SHELTON (title)  
JUANITA SHELTON (prepaid)  
PAUL WHEELER TEMPLE

THIS CONVEYANCE MAY BE RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF LOS ANGELES, CALIFORNIA

1980