

81204

CONTRACT—REAL ESTATE

Vol. 178 Page 3763

THIS CONTRACT, Made this 21st day of February, 1980, between
DORIS M. STARNES

and

JOHN H. LEIJA

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:

A parcel of land situated in the SE $\frac{1}{4}$ of Section 10, Township 34 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon, being more particularly described as follows:

Beginning at a point on the North-South centerline of said Section 10 from which the South $\frac{1}{4}$ corner bears South 00° 13' 18" East 1818.18 feet, thence from said point of beginning North 00° 13' 18" West along the North-South centerline of said Section 10, 300.00 feet to a 5/8" iron pin, thence South 52° 41' 41" East 1032.47 feet to a 5/8" iron pin on the Northwesterly right of way of the Head of the Williamson Road, thence South 37° 18' 19" West along said Northwesterly right of way of Head of the Williamson Road 326.07 feet to a point, thence leaving said Northwesterly right of way of Head of the Williamson Road North 46° 46' 19" West 854.29 feet to the point of beginning.

SUBJECT, however, to the following:

1. Rights of the public in and to any portion of the herein described (continued on reverse side)

for the sum of Seven Thousand and 00/100----- Dollars (\$7,000.00) (hereinafter called the purchase price), on account of which One Thousand Four Hundred & 00/100 Dollars (\$1,400.00) 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: \$5,600.00) to the order of the seller in monthly payments of not less than Eighty and 00/100----- Dollars (\$80.00) each, or more

payable on the 1st day of each month hereafter beginning with the month of March, 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 $\frac{1}{2}$ per cent per annum from February 1, 1980 until paid, interest to be paid monthly and * in addition to being included in 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 other purposes, to-wit: ~~for the purpose of carrying on a business or commercial enterprise other than agricultural purposes.~~

The buyer shall be entitled to possession of said lands on February 1, 1980, 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 mechanic's 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 \$----- 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 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.

(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.

Doris M. Starnes
393 Hamilton St., Apt. A-2
Costa Mesa, Calif. 92627
SELLER'S NAME AND ADDRESS

John H. Leija
P.O. Box 41
Rutherford, Calif. 94573
BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate
P.O. Box 376
Chiloquin, Oregon 97624
NAME, ADDRESS, ZIP

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

John H. Leija
P.O. Box 41
Rutherford, Calif. 92627
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 _____ 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.

Recording Officer

By _____ 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 the 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 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$7,000.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of the 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.

Doris M. Starnes
Doris M. Starnes

John H. Leija
John H. Leija

STATE OF CALIFORNIA

COUNTY OF ORANGE

ss.

ON FEBRUARY 21, 1980

before me, the undersigned, a Notary Public in and for said State, personally appeared
DORIS M. STARNES



to be the person whose name IS subscribed to the within instrument, and acknowledged to me that s/he executed the same.

WITNESS my hand and official seal.

Margaret S. Reese
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Wolcotts Form 231—Rev. 3-64
My Commission Expires Aug. 7, 1981

(DESCRIPTION CONTINUED)

property lying within the limits of streets, roads or highways.

2. Consent to the granting of a 100 foot road through the SE¼ of Section 10, as set forth in instrument recorded July 16, 1957 in Volume 12, page 412, Deed Records of Klamath County, Oregon.

3. Real Estate Contract, including the terms and provisions thereof, dated September 17, 1976, recorded November 3, 1976 in Volume M76, page 17442, Microfilm Records of Klamath County, Oregon, between Stanley D. Straus, Francis C. Ayres and John D. Ashpole, Vendor and George A. Pondella, Jr. Vendee.

Buyer does not assume or agree to pay said contract and seller herein covenants that he will hold buyer harmless therefrom.

4. Real Estate Contract, including the terms and provisions thereof, Dated: May 1, 1977
Recorded: May 3, 1977
Volume: M77, page 7595, Microfilm Records of Klamath County, Oregon
Vendor: George A. Pondella, Jr.
Vendee: David W. Starnes and Doris M. Starnes, husband and wife

Buyer does not assume or agree to pay said contract and seller herein covenants that he will hold buyer harmless therefrom.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co

this 27th day of February A. D. 1980 at 10:48 o'clock A.M.,

fully recorded in Vol. M30, of Deeds on Page 3763

Wm D. MILNE, County Clerk

By Bernetha H. Hetsch