

81244

THIS CONTRACT, Made this 31st day of January, 1980, between  
Albert A. Briccoand Thomas Weiberg, as to an undivided one-half interest, and Mary Cumbie,  
as to an undivided one-half interestWITNESSETH: 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 4, Block 8, Tract No. 1019, WINEMA PENINSULA UNIT #2, in the County  
of Klamath, State of Oregon.

Subject, however, to the following:

1. Restrictions, but omitting restrictions, if any, based on race, color,  
religion or national origin, as shown on the recorded plat of Winema  
Peninsula Unit #2.2. Set back provisions as delineated on the recorded plat, 25 feet along  
front and 20 feet along all side and back lot lines.3. Utility easements as delineated on the recorded plat along all back  
and side lot lines.4. An easement created by instrument, including the terms and provisions  
thereof,(See attached Exhibit "A" and by this reference incorporated herein  
as if fully set forth herein.)

for the sum of Twelve thousand five hundred and no/100---Dollars (\$ 12,500.00...)

(hereinafter called the purchase price) on account of which Five thousand and no/100-----

Dollars (\$ 5,000.00...) is paid on the execution hereof (the receipt of which is  
hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in

amounts as follows, to-wit: The balance of \$7,500.00 shall be paid as follows:

As part of the consideration herein, Purchasers agree to assume and pay  
that certain recorded Contract of Sale dated March 15, 1979, Winema  
Peninsula, Inc., an Oregon Corporation, to Albert A. Bricco, with a  
present unpaid balance of \$4,000.00 with interest paid to March 15,  
1979, which is at Winema Peninsula, Inc., an Oregon Corporation, P. O.  
Box 384, Chiloquin, Oregon 97624; and the remainder to be paid to the  
order of the Seller at the times and in amounts as follows; to-wit:\$3,500.00 with interest at the rate of 9% from February 10, 1980,  
payable in monthly installments of not less than \$50.00, inclusive of  
(For continuation of this document, see reverse side 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 for use in a business or commercial purpose other than agricultural purposes.

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 2/10, 1980, until paid, interest to be paid monthly and \* 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 the  
date of this contract.The buyer shall be entitled to possession of said lands on closing 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 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 \$ -0-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,  
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, or 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.

STATE OF OREGON,

County of }

I certify that the within instru-  
ment was received for record on the  
day of 19at 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

By Deputy

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

TH-Branch - Sue

NAME, ADDRESS, ZIP

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

Thomas E. Weiberg & Mary Cumbie  
8727 Bally Drive  
San Jose, Calif.

NAME, ADDRESS, ZIP

80 FEB 28 AM 10 36

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 ten 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 and/or (3) 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 \$ 12,500.00 However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration indicated which is

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 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.

Albert A. Bricco  
Albert A. Bricco

X Thomas Weiberg  
Thomas Weiberg  
X Mary Cumbie  
Mary Cumbie

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

STATE OF OREGON,  
County of Klamath } ss.  
February 27, 19 80

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

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 Albert A. Bricco and acknowledged the foregoing instrument to be his voluntary act and deed.  
Before me:  
Doris C. Ryle  
Notary Public for Oregon  
My commission expires 11/2/82

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

(DESCRIPTION CONTINUED)

interest, the first monthly installment to be paid on the 10th day of March, 1980, and a further monthly installment on the 10th day of every month thereafter until the full balance of principal and interest are paid. Purchasers specifically agree to pay the full contract balance on or before January 1, 1985. Purchasers shall have the privilege of increasing any annual payment or prepaying the entire balance at any time.

STATE OF ~~OREGON~~ OREGON } ss.  
CALIFORNIA  
County of Klamath

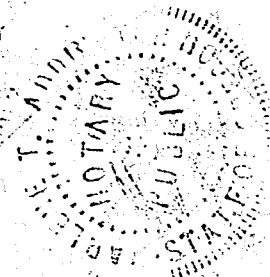
FORM NO. 23 — ACKNOWLEDGMENT  
STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

BE IT REMEMBERED, That on this 22nd day of February, 19 80 before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Thomas Weiberg and Mary Cumbie

known to me to be the identical individual(s) described in and who executed the within instrument and acknowledged to me that they 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.

W. Darlene P. Holdington  
Notary Public for ~~Oregon~~ CALIFORNIA  
My Commission expires 3-22-81 Oregon



Recorded : February 27, 1959 Book: 310 Page: 3825  
 In favor of : Klamath Telephone & Telegraph Company  
 For : Telephone and Telegraph line  
 5. An easement created by instrument, including the terms and provisions thereof,  
 Dated : September 4, 1979  
 Recorded : September 11, 1979 Book: M-79 Page: 21621  
 In favor of : Harley Cumbie  
 For : Ingress and egress in and to property lying North of herein described property, across the East 30 feet of Lot 3 and the West 30 feet of Lot 4  
 6. Contract, including the terms and provisions thereof,  
 Dated : March 15, 1979  
 Recorded : July 5, 1979 Book: M-79 Page: 15914  
 Vendor : Winema Peninsula Inc., an Oregon Corporation  
 Vendee : Albert A. Bricco, which Buyers herein agree to assume and pay, the unpaid principal balance of which is \$4,000.00 with interest paid to March 15, 1979.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of Transamerica Title Co.

on 28th day of February A. D. 1980 at 10:30 clock A M., or

to be recorded in Vol. 480, of Deeds on Page 3823

Wm. D. MILNE, County Clerk

By Bernetha H. Hetch

Fee \$10.50

EXHIBIT "A"