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THIS CONTRACT, Made this 30th day of September, 1974, between

CARL DAWSON, hereinafter called the seller,
and HERMAN B. LINDOW, hereinafter called the buyer,

3862 Clinton Klamath Falls, Oregon 97601,
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:

Beginning at the quarter corner common to Section 9, 10, 15 and 16 Twp. 35S.R. 7 E.W.M; thence South 40 West 1,820.20, more or less, to an iron pin on the south line of Lot 11 of said Section 16 which is the true point of beginning; thence West along said line a distance of 687.20 feet, more or less, to an iron pin on the East bank of the Williamson River; thence Northerly along said East bank a distance of 136.80 feet, more or less to an iron pin; thence East parallel to said South line of Lot 11 a distance of 904 feet, more or less, to an iron pin on the West line of a private roadway; thence South along West line a distance of 138.40 feet, more or less, to an iron pin on the South line of said lot 11; thence West Along said South line a distance of 176.80 feet, more or less, to the true point of beginning.

for the sum of Twenty-three thousand and five hundred -- Dollars (\$ 23,500.00) (hereinafter called the purchase price), on account of which Dollars (\$) 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: \$ 23,500.00) to the order of the seller in monthly payments of not less than One hundred fifty and no/100ths Dollars (\$ 150.00) each,

payable on the 10th day of each month hereafter beginning with the month of October, 1974, 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 6 per cent per annum from 10 October 1974 until paid, interest to be paid monthly and 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 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 10 October 1974, and may retain such possession now or hereafter 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 \$ 18,000.00 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.

When the 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 covenants 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.

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 the said purchase price and interest created or then existing in favor of the buyer hereunder shall revert to and revert 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. see addendum for additional provisions.

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 \$ 23,500.00. 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 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 feminine 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.

Carl Dawson
Herman B. Lindow

*Delete, by lining out, whichever phrase and whichever warranty (A) or (B) is not applicable. If warranty (A) is applicable, Stevens-Ness Form No. 1308 or similar MUST be used for disclosures under the Truth-in-Lending Act and Regulation Z 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.

NOTE: The sentence between the symbols Ⓢ, if not applicable, should be deleted. See Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

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ADDENDUM TO CONTRACT

6241

made 30 September 1974

between Carl DAWSON, AS SELLER AND Herman B. LINDOW, as buyer.

Buyer may procure title insurance if so direred at their own expense.

Buyer agrees that said property to be paid for in full on or Before 30 MAY 1984.

This Contract together with a Warranty Deed conveying real property herein described from seller as grantor to buyer as grantees shall be placed in escrow at the United States National Bank, Klamath Falls, Branch (Town & Country), Klamath Falls, Oregon.

Real property taxes and insurance on the real property sold hereunder shall be prorated as of the date of sale.

The parties hereto acknowledge there is certain timber on the property sold hereunder. Buyer agrees they will cut no trees having a diameter greater than six inches at the base thereof.

Buyer agrees that they will drill a well to provide an adequate supply of domestic water for the real property sold hereunder and that such well shall be operational within one year from the date of this Contract.

Buyer agrees that they will not sell or assign their intrest in this Contract without Sellers consent. Seller agrees not to unreasonably withhold such consent.

Dated this 30th day of September, 1974

Return to
Town & Country Branch
US Natl
PO Box 69
K-Falls, OR
97601

Carl Dawson
Seller

Herman B. Lindow
Buyer

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 3rd day of April A. D. 19 80 at 3:37 o'clock P. M., and

fully recorded in Vol. M80, of Deeds on Page 52718

Fee \$7.00 By Wm D. MILNE, County Clerk
Bernetha Shetock