

CONTRACT—REAL ESTATE

Vol. 80 Page 770

THIS CONTRACT, Made this 23rd day of July, 19 79, between
Robert F. Grabowski and Kathryn Grabowski, husband and wife,
 hereinafter called the seller,
 and Robert G. Grabowski and Dixie G. Grabowski, husband and wife,
 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 de-
 scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

(See attached Exhibit "A" and by this reference incorporated herein
 as if fully set forth herein.)

80 APR 28 AM 9:14

for the sum of Eighteen thousand and no/100-----Dollars (\$ 18,000.00)
 (hereinafter called the purchase price), on account of which Three thousand and no/100-----
 Dollars (\$ 3,000.00) 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: \$ 15,000.00) to the order
 of the seller in monthly payments of not less than One hundred eighty-eight and 01/100-----
 Dollars (\$ 188.01) each, or more, prepayment without penalty, lump sum
 payment due on August 20, 1979, in addition to the monthly payments set
 forth below:
20th day of each month hereafter beginning with the month of August, 19 79,
 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 8 3/4 per cent per annum from
January 2, 1979, 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 pro-
 rated 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 use as a principal residence of the buyer or for investment or business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on January 2, 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, 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
 full insurable value

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 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, 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.

Mr. and Mrs. Robert F. Grabowski
 14717 Plummer
 Panorama City, California 91412
 SELLER'S NAME AND ADDRESS

Mr. and Mrs. Robert G. Grabowski
 7322 Reeder Road
 Klamath Falls, Oregon 97601
 BUYER'S NAME AND ADDRESS

After recording return to:

Q. W. GOAKEY
 ATTORNEY AT LAW
 431 Main Street
 Klamath Falls, Oregon 97601

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

Mr. and Mrs. Robert G. Grabowski
 7322 Reeder Road
 Klamath Falls, Oregon 97601
 NAME, ADDRESS ZIP

STATE OF OREGON.

County of

I certify that the within instru-
 ment was received for record on the
 day of , 19 79.

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.

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 30 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 terminate and the right to the possession of the premises above described and all other rights acquired by 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.

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 \$ 18,000.00. However, the actual consideration computed as interest on other property or value given or promised which is ~~not to be included in the actual consideration~~ (which is) ~~not to be included in the actual consideration~~.

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.

Robert F. Grabowski
Robert F. Grabowski
Kathryn Grabowski
Kathryn Grabowski
Robert G. Grabowski
Robert G. Grabowski
Dixie G. Grabowski
Dixie G. Grabowski

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

STATE OF OREGON

County of Klamath } ss.

July 23

Personally appeared the above named Robert F. Grabowski and Kathryn Grabowski, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL) *Margaret C. Dooley*

Notary Public for Oregon
My commission expires 3-19-81

STATE OF OREGON, County of _____ } ss.

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 _____

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:
Notary Public for Oregon
My commission expires: (SEAL)

ORS 93.635 (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 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON,

County of Klamath } ss.

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

BE IT REMEMBERED, That on this 23rd day of July, 19__ before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named Robert G. Grabowski and Dixie G. Grabowski, husband and wife,

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.

Margaret C. Dooley
Notary Public for Oregon
My Commission expires 3-19-81

PARCEL 1:

7799

A portion of the SE $\frac{1}{4}$ of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point which is on the Southwest corner of a tract conveyed to Smith by deed recorded July 18, 1966, in M-66 at page 7278, said point being North 1425.41 feet and West 686.63 feet from the Southeast corner of said Section 19; thence West 223.96 feet; thence North 415.22 feet to the North line of a tract conveyed to ADAIR by deed recorded July 10, 1969 in M-69, page 6057; thence South 87° 56' East a distance of 224.10 feet to the Northwest corner of said Smith tract; thence South along the West line of said Smith tract a distance of 407.21 feet to the point of beginning.

PARCEL 2:

A portion of the SE $\frac{1}{4}$ of Section 19, Township 39 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, described as follows:

Beginning at a point that is North 1425.41 feet and West 910.59 feet from the Southeast corner of said Section 19; thence North 415.22 feet to the North line of a tract conveyed to ADAIR by deed recorded July 19, 1969 in M-69, at page 6057; thence North 87° 56' West along the North line of said ADAIR tract, a distance of 224.10 feet to the Northwest corner thereof; thence South 423.23 feet to a point; thence East a distance of 223.95 feet to the point of beginning.

Subject to:

1. 1978-79 taxes, a lien in an amount to be determined, but not yet payable.
2. Regulations, including levies, assessments, water and irrigation rights and easements for ditches and canals of Klamath Irrigation District.
3. An easement created by instrument, including the terms and provisions thereof,
Dated : April 7, 1966
Recorded : June 16, 1966 Book: M-66 Page: 6226
In favor of : Pacific Power and Light Company
For : Transmission and distribution of electricity.
(Affects Parcel 1 and 2)
4. An easement created by instrument, including the terms and provisions thereof,
Dated : March 1, 1965
Recorded : May 19, 1965 Book: 361 Page: 485
In favor of : Various Owners
For : a 60 foot ingress and egress easement
(Affects the South line of Parcel 1 and 2)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

and for record at request of _____
this 28th day of April A. D. 1980 at 9:14 o'clock A.M., and
fully recorded in Vol. M80, of Deeds on Page 7797

Wm D. MILNE, County Clerk

Bernetha H. Hetch

Fee \$10.50

EXHIBIT "A"