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Vol. m80

Page 8045

FORM No. 705—CONTRACT OF SALE—REAL ESTATE—Purchaser Assumes Existing Encumbrance (Individual or Corporate) (Truth-in-Lending Series)

SN

69606

THIS CONTRACT, Made this 25th day of June Vol. m79 Page 15041, 1979, between

ETHEL H. MITZEL, a single woman, hereinafter called the seller,
and JOE B. KARNES and FREDA L. KARNES, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

N. 58' of Lot 16, Block 307 of Darrow Addition to the city of Klamath Falls, Oregon.

It is understood and agreed to by all parties to this contract that purchasers may add to or make improvements to the property as they desire except said improvements or additions shall not be such that would devalue the property and shall be without expense to seller. It is also agreed purchasers may pay off the contract any time after 30 days notice.

for the sum of Twenty-five thousand and 00/100 Dollars (\$ 25,000.00)

hereinafter called the purchase price, in part payment of which the buyer has agreed to pay a contract

of mortgage (the word "mortgage" as used here includes within its meaning a trust deed) now on said land

(recorded in the County of Klamath, State of Oregon, in Book _____, Page _____)

and the interest thereon, and the buyer has agreed to pay the balance of said purchase price in monthly payments of

\$5,000.00 on the execution hereof (receipt of which is hereby acknowledged by the seller). The remainder of the purchase price (to wit:

20,000.00) will be paid by buyers to the order of the seller in monthly payments of

not less than \$200.00 for the first six months and thereafter \$225.00 including

interest.

THIS CONTRACT IS BEING RERECORDED TO INCLUDE SELLER'S SIGNATURE.

Seller will furnish buyers with a marked copy of warranty deed, original of which

will be held by seller until consumation and termination of this contract.

after 30 days notice

All of said purchase price may be paid at any time; all of the said deferred payments shall bear in-

terest at the rate of 9.75 per cent per annum from June 25, 1979 until paid,

interest to be paid and * (being included in the minimum regular payments above re-

quired. Taxes on said premises for the current fiscal 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 investment or business purpose

The buyer shall be entitled to possession of said lands on June 25, 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 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 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 \$ 15,000.00 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.

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

favor of the buyer (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, and the said contract or most

recent 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, restrictions,

the said contract or mortgage 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 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, and the payments to become due on said contract or mortgage, principal and interest, or any of them, punc-

tually 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 and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all rights and interests 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 be held by 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 suc-

ceeding 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 \$ 25,000.00.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; If either of the un-

dersigned 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.

Joe B. Karnes
Freda L. Karnes

Ethel H. Mitzel

*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.

NOTE: The sentence between the sym-bols ①, if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledg-ment on reverse).

STATE OF OREGON,

County of Linn

8046

FORM NO. 23

15042

BE IT REMEMBERED, That on this 27th day of March, 1980, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named File # 11.73e

known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that File 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.

Notary Public for Oregon.

My Commission expires 7-30-81

CONTRACT

(FORM No. 705)

STEVENS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

Address

AND

Address

Dated June 25, 1979

Lot Block

Addition

STATE OF OREGON,

County of Klamath

I certify that the within instrument was received for record on the 25th day of June, 1979, at 4:43 o'clock P.M., and recorded in book 179 on page 15041 or as filing fee number 60606.
Record of Deeds of said County.
Witness my hand and seal
County affixed.

WM. D. MILNE

County Clerk

Title

By Bernard H. Mitchell Deputy.

AFTER RECORDING RETURN TO

REC 55.00

File # 11.73e
3767 NW Red St
Linn City, Ore
97367

STATE OF OREGON,

County of Klamath

June 25, 1979

Personally appeared the above named Joe B. Karnes and Freda L. Karnes

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

(OFFICIAL SEAL)

Before me:

Notary Public for Oregon

My commission expires: 7-30-81

State of Oregon,
County of Klamath } ss.

I hereby certify that the within instrument was received and filed for record on the 30th day of April, 1980, at 3:59 o'clock P.M. and recorded on Page 8045 in Book M80 Records of Deeds of said County.

WM. D. MILNE, County Clerk

By Bernard H. Mitchell Deputy

Fee \$7.00