

THIS CONTRACT, Made this 6th day of May, 19 80, between
Charlie Rutledge and Beryl M. Rutledge, husband and wife,

and Bert Lawvor

, hereinafter called the seller,

, 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:
The North half of Government Lot 4, Section 31, Township 36
South, Range 12 East of the Willamette Meridian, Klamath County,
Oregon.

Subject, however, to the following:

1. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a Mobile Home and any interest or liens disclosed thereby.
2. Rights of the public in and to any portion of the herein described premises lying within the limits of public roads and highways, as more specifically set forth in Land Status Reports recorded August 15, 1958 in Deed Volume 302 at page 124 and at page 126, Records of Klamath County, Oregon.
4. Easement, including the terms and provisions thereof, granted to Raymond J. Heersema and Joan B. Heersema, husband and wife, for ingress and egress to and from the S $\frac{1}{2}$ of Government Lot 4; and for continuation of this document see reverse side of this contract)

for the sum of Thirty Thousand and No/100ths-----Dollars (\$ 30,000.00)
 (hereinafter called the purchase price) on account of which Four Thousand and No/100ths-----
 Dollars (\$ 4,000.00) 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: Sellers agree to add the mobile home taxes to the balance of this contract in the sum of \$110.37 which are due by Buyer in advance for a total balance due and owing in the sum of \$26,110.37 due on or before December 31, 1980, or when Bert Lawvor receives his tribal money, whichever is sooner. Sellers agree to charge no interest on this contract if the contract is paid in full prior to December 31, 1980. In the event the contract is not paid by said date Buyer agrees to pay the sum of 12% interest until said contract is paid in full.

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 investment or other business purposes, or for purposes not primarily for residential 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 see above per cent per annum from see above until paid, interest to be paid see above and see above the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto, as of May 6, 19 80.

The buyer shall be entitled to possession of said lands on May 6, 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 fire, flood, and all other liens and taxes, and will pay all taxes hereafter levied against said property, as well as all water rents, public charges and municipal fees which hereafter 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 in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer or 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 taxes, 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 above said, 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 for an amount equal to said purchase price, marketable title on 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 to the single name of the buyer, his heirs and assigns, free and clear of all 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 fees, 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-Nease 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-Nease Form No. 1307 or similar.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to

MTC

NAME, ADDRESS, ZIP

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

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 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 20 days of the time limited thereby, 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 loan due and payable with interest thereon at once due and payable, (3) to withdraw said deed and other documents in 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 the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and remain in and vest in the seller without any act of re-entry, or any other act of said seller to be performed and with all the improvements and appurtenances thereon and in and with the same and 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.

TOGETHER WITH: That certain mobile home described as a 1978 Ridgewood, 60 x 14, Serial No. 2340, License No. X149532.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$30,000.00. However, the actual consideration received by the seller is the whole.

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 contest 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.

Charlie Rutledge
Charlie Rutledge
Bervil M. Rutledge

Bert Lawvor
Bert Lawvor

NOTE—The sentence between the symbols (1), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of Klamath) ss.
May 6, 1980

Personally appeared the above named
Charlie Rutledge, Bervil M.
Rutledge

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

Notary Public for Oregon
My commission expires 1983

STATE OF OREGON, County of) ss.

Personally appeared

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.

Notary Public for Oregon
My commission expires

ORS 93.035: 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 conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.

ORS 93.040: Violation of ORS 93.035 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)
the S½SE¼SW¼ in Section 21, Township 36 South, Range 12 East of the Willamette Meridian. Recorded in Volume M73, page 7387, Microfilm Records of Klamath County, Oregon.
5. Right of Way Easement, including the terms and provisions thereof, recorded December 6, 1973 in Volume M73, page 15786, Microfilm Records of Klamath County, Oregon, from Frank E. McBain Jr. and Betty J. McBain, husband and wife, to Pacific Power & Light Company a corporation for electric transmission and distribution line.
6. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.
Dated: January 20, 1978
Recorded: January 23, 1978
Volume: M78, page 1363, Microfilm Records of Klamath County, Oregon
Amount: \$8,250.00
Grantor: Charlie Rutledge
Trustee: Mountain Title Company
Beneficiary: Frank E. McBain, Jr. and Betty J. McBain, husband and wife, which Buyer herein does not assume and agree to pay, and Sellers further covenant to and with Buyer that the said prior Trust Deed shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said Trust Deed upon payment in full of this contract.
(For special provisions of this contract see attached Exhibit "A" and by this reference incorporated herein).

SPECIAL PROVISION OF THIS CONTRACT:

Sellers acknowledge that Buyer herein Bert Lawvor has a judgment due and owing to Carter-Jones Collection Service, Inc. in the sum of \$450.53, plus interest which was entered against Bert Lawvor on February 2, 1973 in Docket Book 25, page 480, line 3, Legal No. DC 62-743L, which Buyer herein agrees to pay when he receives his tribal money and to hold Sellers harmless therefrom.

STATE OF OREGON)
) ss.
County of Klamath)

May 8, 1980

Personally appeared the above named Bert Lawvor and acknowledged the foregoing instrument to be his voluntary act and deed.

(OFFICIAL SEAL)

Before Me:

Christi L. Garrison
Notary Public for Oregon
My Commission Expires: 6/19/83

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Company

this 8th day of May A. D. 1980 at 12:11 o'clock P.M., and

fully recorded in Vol. M80, of Deeds on Page 8473

Wm D. MILNE, County Clerk

By

Dequeline Metler

Fee: \$ 10.50