

86350

CONTRACT—REAL ESTATE

Vol. 1780 Page 12212

THIS CONTRACT, Made the 1st day of July, 1980, between

Charles F. Mateson and Donna K. Mateson, husband and wife of the County of Klamath and State of Oregon, hereinafter called the seller, and Herbert H. Jolliff and Linda R. Jolliff, husband and wife of Klamath and State of Oregon of the County

WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made as hereinafter specified, the seller hereby agrees to sell, and the buyer agrees to purchase, the following described real estate, situate in the County of Klamath, State of Oregon, to-wit:

Lot 135, PLEASANT HOME TRACTS NO. 2, in the County of Klamath, State of Oregon

for the sum of One Hundred and Fourteen Thousand and No/100 Dollars (\$14,000.00) on account of which Nine Thousand Six Hundred Seventy and 74/100 Dollars (\$9,670.74) 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 with interest at the rate of 10 per cent per annum from July 1, 1980, on the dates and in amounts as follows:

Buyers hereby agree to assume the balance of that certain Contract dated November 14, 1979 and which a Memorandum of Contract was recorded on November 15, 1979 in Book M-79 at Page 26920, in the amount of \$82,329.26 with interest thereon paid to July 1, 1980. The balance of \$22,000.00 is payable at the rate of 10% per annum from July 1, 1980 and all due and payable on or before January 1, 1981. There is no pre-payment penalty on the \$22,000.00

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,

or for an organization (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The buyer, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the seller against loss or damage by fire (with extended coverage) in an amount not less than \$111,111.11 in a company or companies satisfactory to seller, and will have all policies of insurance on said premises made payable to the seller as seller's interest may appear and will deliver all policies of insurance on said premises to the seller as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

(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.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

Transamerica Title
600 Main Street
Klamath Falls, OR - Att: Julie

After recording return to:
Until a change is requested all tax statements shall be sent to the following address.
Mr. and Mrs. Herbert Jolliff
1117 McClellan Drive
Klamath Falls, OR 97601

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.

Recording Officer
Deputy

The seller agrees that at his expense and within 10 days from the date hereof, he will furnish unto buyer a title insurance policy insuring (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.

But in case the buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the seller 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 the right and interest hereby created or then existing in favor of the buyer derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and re-vest in the seller without any declaration of forfeiture or act of re-entry, or without any other act by seller to be performed and without any right of the seller of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

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 seller's 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 thereof or as a waiver of the provision itself.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$114,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) Personal Property

And in case suit or action is instituted to foreclose this contract or to enforce any provision thereof, the losing party in said suit or action agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees and/or (3) to foreclose this contract by suit in equity, and if an appeal is taken from any judgment or decree of such trial court, the losing party in said suit or action 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 as well as 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, 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 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.

Herbert H. Jolliff, Linda R. Jolliff, Charles F. Mateson, Donna K. Mateson, Jim L. Mateson

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

STATE OF OREGON, County of Klamath, July 1, 1980. STATE OF OREGON, County of, 19. Personally appeared and who, being duly sworn,

Personally appeared the above named Charles F. Mateson, Donna K. Mateson, Herbert H. Jolliff & Linda R. Jolliff and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Notary Public for Oregon My commission expires 2/14/81. Notary Public for Oregon My commission expires:

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.

(DESCRIPTION CONTINUED) STATE OF OREGON; COUNTY OF KLAMATH; ss. Transamerica Title Co. This 1st day of July A. D. 1980 at 3:48 P M., or duly recorded in Vol. M80, of Deeds on Page 12212

Wm D. MILNE, County Clk. By Bernetha H. Hetch

Fee \$7.00

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