

(This contract should be executed in triplicate, acknowledged by seller and recorded in the deed records.)

86526

CONTRACT—REAL ESTATE

Vol. 1780 Page 12478

THIS CONTRACT, Made this fifth day of January, 1980, between

Avis C. Little and Valerie Ann Stephens, Karen Lee Little, L. Paul Little, and Loren W. Little, hereinafter called the seller,

hereinafter called the buyer,

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:

Those portions of the NE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$, N $\frac{1}{2}$ N $\frac{1}{2}$ SW $\frac{1}{4}$ SE $\frac{1}{4}$, and the NW $\frac{1}{4}$ SE $\frac{1}{4}$ lying Westerly of the Westerly right of way of Highway 62 and Easterly of the Easterly right of way of the old Dalles-California Highway, all being in Section 31, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon.

Said property subject to: see Exhibit "A" which is attached hereto and by this reference incorporated herein.

for the sum of - - - - - Fifty thousand - - - - - Dollars (\$ 50,000.00)

(hereinafter called the purchase price) on account of which zero Dollars (\$ 00.00) is paid on the execution hereof (the receipt of which

hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows,

to-wit: Buyer shall pay to Seller 25% of the gross monies taken in from the ranching operation of said property each year, the first such payment being due or before May 15, 1981. Gross monies taken in shall mean all monies earned before expenses. The first payment due on or before May 15, 1981, shall be computed from the gross monies taken in from the ranching operation of said property from May 1, 1980 through April 30, 1981. Payments due on or before May 15, 1982 and in succeeding years, shall be computed from the gross monies taken in from the proceeding year from May 1, through April 30. Said annual payments shall be made until the balance of the purchase price has been paid in full. Said annual payments shall be accompanied with an accounting prepared by Buyer, showing the gross monies taken in during the preceeding one-year period. There shall be no penalties for prepayment in full of the principal and interest balance in this contract.

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of six per cent per annum from January 5th, 1980 until paid, interest to be paid annually and * * * * * the minimum reg- ular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

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 the 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 January 5, 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 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 \$ 50,000.00 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 as soon as insured to the escrow agent hereinafter named. 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 has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title has been examined by the buyer and is accepted and approved by him.

Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, if any, and see Exhibit "A" attached hereto and by this reference incorporated herein

and the title insurance policy mentioned above, in escrow with Mountain Title Company

escrow agent, with instructions to deliver said deed, together with the fire and title insurance policies, to the order of the buyer, his heirs and assigns, upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the respective installments thereof, promptly at the times provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer in equal shares; the collection charges of said agent shall be paid by the Seller

(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.

Avis C. Little

Box 246

Chiloquin, Oregon 97624

SELLER'S NAME AND ADDRESS

Karen Lee Little, et al

Box 246

Chiloquin, Oregon 97624

BUYER'S NAME AND ADDRESS

After recording return to:

MTK Linda

Klamath Falls, Oregon 97601

NAME, ADDRESS, ZIP

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

Karen Lee Little, et al

Box 246

Chiloquin, Oregon 97624

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-

ment was received for record on the

day of

at

Witness my hand and seal of

County affixed.

By

Recording Officer

Deputy

SPACE RESERVED FOR RECORDER'S USE

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 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 for (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 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 revest 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 monies 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 \$ 50,000.00 @ ~~However, the actual consideration~~ ^{paid in full} ~~consists of or includes other property or value given or promised which is~~ ^{part of the} ~~consideration (indicate which)~~ ①

In case suit is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit; and if an appeal is taken from any judgment or decree of such 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 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, 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.

Karen Lee Little

Loren W. Little

L. Paul Little

Valerie L. Stephens

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

STATE OF OREGON,

County of Klamath

January 5, 1980

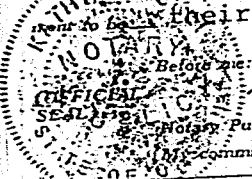
STATE OF OREGON, County of _____) ss.

Personally appeared _____, 19____, 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 _____

Personally appeared the above named Karen Lee Little, L. Paul Little, Loren W. Little, Valerie L. Stephens, and Avis Little

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



Kathy Schuckee

Notary Public for Oregon

My commission expires 8/7/82

Notary Public for Oregon

My commission expires: _____

(SEAL)

Section of Chapter 618, Oregon Laws 1975, provides:

"(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 owner of the title being 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.

"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

EXHIBIT "A"

Said property subject to:

- (1) Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
- (2) Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Agency Lake.
- (3) The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.
- (4) Perpetual right and easement for raising and lowering the water level of Upper Klamath Lake, including the terms and provisions thereof, granted to California Oregon Power Company, recorded May 3, 1924 in Volume 64, page 74, Deed Records of Klamath County, Oregon.
- (5) Right of Way, recorded in Volume 346, page 7, Deed Records of Klamath County, Oregon, in favor of Pacific Power and Light Company for electrical facilities.
- (6) The right of seller to reside in her mobile home which is located on said property, so long as the above-named buyers own this property.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of MOUNTAIN TITLE CO.
 this 8th day of July A. D. 1980 at 8:34 o'clock A. M., and
 duly recorded in Vol. M80, of Deeds on Page 12478

Wm D. MILNE, County Clerk.

By Bernitha Deloch

Fee: \$ 10.50