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K-33367 pd

CONTRACT-REAL ESTATE

Vol 180 Page 13628

THIS CONTRACT, Made this 18 day of July, 1980, between Leon R. Andrieu and Minnie Ruth Andrieu, husband and wife and Larry Ross and Shirley L. Ross, husband and wife, hereinafter called the seller,

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:

A parcel of land situated in Lot 2 of Section 28, Township 40 South, Range 9, E.W.M., more particularly described as follows:

Beginning at an iron pipe marking the North one-quarter of said Section 28, thence S. 89° 54' 45" E. along the North line of said Section 28 a distance of 1307.6 feet to the Northeast corner of said Lot 2; thence S. 0° 02' 15" E. along the East line of said Lot 2 a distance of 1320.0 feet, said point being the Northeast corner of parcel described in Deed Vol. M-68, page 7473; thence N. 89° 28' W. along (Continued on back)

for the sum of Twenty-seven Thousand Eight Hundred Ninety-seven & Dollars (\$27,897.30) (hereinafter called the purchase price) on account of which Eight Thousand Ninety and 22/100 Dollars (\$8,090.22) 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: The balance of said purchase price of Nineteen Thousand, Eight Hundred Seven and 08/100 Dollars (\$19,807.08) shall be paid in annual installments of not less than Nine Hundred Ninety and 35/100 Dollars (\$990.35) in any one payment; interest shall be paid annually and in addition to the minimum payments above required; the first payment to be made on the 1st day of July, 1981, and a like payment on the interest has been paid; all deferred balances shall bear interest at the rate of ten percent (10%) per annum from July 1, 1980, until paid.

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 10% per cent per annum from July 1, 1980, until paid, interest to be paid annually and in addition to the minimum required 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, and (B) for an organization or for a business or commercial purpose other than agricultural purposes. The buyer shall be entitled to possession of said lands on closing, 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 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 \$1000.00 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 those apparent on the land and has placed said deed, together with an executed copy of this contract and the title insurance policy mentioned above, in escrow with Klamath First Federal Savings and Loan Association, 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.

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.

Leon R. and Minnie Ruth Andrieu  
Lower Klamath Lake Road  
Klamath Falls, Oregon 97601

Larry and Shirley L. Ross  
Star Route  
Chiloquin, Oregon 97624

Gary L. Hedlund, Attorney at Law  
325 Main Street  
Klamath Falls, OR 97601

Larry and Shirley Ross  
Star Route  
Chiloquin, OR 97624

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1980, at 1:00 o'clock P.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 therefor, or fail to keep the whole unpaid principal balance of said purchase price with 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 money 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.

It is understood between the parties that the sellers reserve an easement on the above described property during the life of this contract to drill a well for domestic water purposes. The location of said well is to be mutually agreed between the parties.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$27,897.30. However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which). 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.

Leon R. Andrieu  
Minnie Ruth Andrieu  
Shirley L. Ross  
Larry Ross

STATE OF OREGON, County of Klamath, ss. July 18, 1980. Personally appeared the above named Leon R. Andrieu, Minnie Ruth Andrieu, Larry Ross and Shirley L. Ross, 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 acknowledged the foregoing instrument to be its voluntary act and deed.

(OFFICIAL SEAL)

Notary Public for Oregon  
My commission expires 9-27-82

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  
the North line of last described parcel a distance of 495.6 feet to the East line of parcel conveyed to Oscar A. DeNault by Deed Vol. 320, page 125, records of Klamath County, Oregon; thence N. 0°06' E. along the East line of last mentioned parcel a distance of 457.0 feet to the Northeast corner thereof; thence West a distance of 328.2 feet to an iron pipe; thence N. 89°28' W. a distance of 483.8 feet to a point on the West line of said Lot 2; thence N. 0°06'15" E. along said West line a distance of 859.4 feet, more or less, to the point of beginning; said parcel of land contains 30.997 acres, more or less.

STATE OF OREGON; COUNTY OF KLAMATH; ss.  
Filed for record at request of Klamath County Title Co.  
this 22nd day of July A.D. 1980 at 2:06 clock P.M., and

Wm D. MILNE, County Clerk  
Fee \$7.00  
on Page 13628