

CONTRACT—REAL ESTATE

Vol. 178 Page 15528

88441

THIS CONTRACT, Made this 15<sup>TH</sup> day of June, 1980, between  
JOHN S. KRONENBERGER, hereinafter called the seller,  
and MONTY D. HARDT and LORY K. HARDT, 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 de-  
scribed lands and premises situated in Klamath County, State of Oregon, to-wit:

A portion of Sections 14 and 15 in Township 34 South, Range 7 East of  
the Willamette Meridian, described as follows:  
Beginning at the Northwest corner of the  $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$  of said Section 14,  
this corner being the true point of beginning of this description; thence  
East along the North line of said  $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$  of Section 14 to the Northeast  
corner of said  $W\frac{1}{2}SW\frac{1}{4}NW\frac{1}{4}$  of Section 14; thence South along the East line  
of said  $W\frac{1}{2}SW\frac{1}{4}NE\frac{1}{4}$  of Section 14 a distance of 1158 feet to a point; thence  
North 60° West 541 feet to a point; thence West 429 feet to a point;  
thence North 887 feet more or less to the South line of Woodland Park  
Subdivision; thence East along said South line of Woodland Park to the  
true point of beginning.

SUBJECT TO: A non-exclusive private roadway easement for use in common  
with others over and across a strip of land 30.00 feet in width lying  
immediately adjacent to but Northerly of the South Boundary of said  
property.  
for the sum of Twenty Thousand and 00/100----- Dollars (\$ 20,000.00 )  
(hereinafter called the purchase price) on account of which Eleven Thousand One Hundred Seven-  
teen and 71/100- Dollars (\$ 11,117.71...) 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: The balance of \$8,882.29 shall be paid in quarter  
installments of \$500.00, or more, including interest of 10% per annum  
on the declining balance. Interest shall start June 1, 1980 with the  
first payment due September 1, 1980 with a like payment due every third  
month thereafter until the principal balance and interest 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 an organization or (even if buyer is a natural person) for business or commercial purposes other than agricultural 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 ten  
per cent per annum from June 1 until paid, interest to be paid quarterly and being included in  
the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of  
taxes entirely buyer's responsibility

The buyer shall be entitled to possession of said lands on June 1, 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 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 \$ -0- 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 ----- days from the date hereof, he will furnish unto buyer a title insurance policy in-  
suring (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.

(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.

John S. Kronenberger

SELLER'S NAME AND ADDRESS

Monty D. & Lory K. Hardt  
Box 617  
Chiloquin, Ore. 97624

BUYER'S NAME AND ADDRESS

After recording return to:

Winema Real Estate  
P.O. Box 376  
Chiloquin, OR 97624

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 instru-  
ment 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

SPACE RESERVED  
FOR  
RECORDER'S USE

col  
700

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/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 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 vest 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 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 the 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 that this contract is intended to replace that certain contract dated May , 1975 wherein Teddy L. Landrum and Ruth Landrum, husband and wife were purchasers of the above described real property.

They Hereby relinquish any claim to the property arising from said contract.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$20,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration. (Indicate which.)

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.

Monty D. Hardt

John S. Kronenberger

Lory K. Hardt

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

STATE OF OREGON, )  
County of Klamath ) ss.  
JUNE 15, 1980.

STATE OF OREGON, County of ) ss.

Personally appeared , 19 , and

Personally appeared the above named Monty D. & Lory K. Hardt, John S. Kronenberger & Teddy L. & Ruth Landrum and acknowledged the foregoing instrument to be their voluntary act and deed.

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.

(SEAL)

(OFFICIAL SEAL)

Before me, a Notary Public for Oregon

My commission expires July 16, 1980

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 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 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Winema Real Estate

this 18th day of August A.D. 1980 at 10:05 o'clock A.M., or

July recorded in Vol. M80, of Deeds on Page 15528

W.D. MILNE, County Clerk

By Berntha Shetch

Fee \$7.00