

ITC 9138K

THIS CONTRACT, Made this 31 day of May, 1980, between FAJO, INC. and HOMESTEAD WEST, LTD., an Oregon corporation, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

for the sum of TWELVE THOUSAND AND NO/100 Dollars (\$12,000.00) (hereinafter called the purchase price) on account of which NINE THOUSAND TWO HUNDRED FIFTY AND NO/100 Dollars (\$9,250.00) 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,

Payable at no less than \$30.00 per month, including 8% interest, due and payable in full at end of ten years.

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of 8% per cent per annum from date until paid, interest to be paid month 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 an 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 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 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 \$ None 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 by the buyer and then to the buyer 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

encumbrances. See Title Report for other and has placed said deed, together with an executed copy of this contract and the title insurance policy mentioned above, in escrow with Mt. Title Company of Klamath Falls, Oregon, escrow agent, with instructions to deliver said deed, together with the 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 cost of said deed and of said title insurance shall be paid by the

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 bevest 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 and 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 with all the improvements and appurtenances thereon or thereto belonging. And the affect his right hereunder to enforce the same, nor shall any waiver by said seller of any breach of any provision hereof shall in no way constitute a 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 \$12,000.00. The actual consideration consists of or includes other property or value given or promised by the buyer to the seller, the actual consideration which may be adjudged 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 contract 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.

FAJO, INC.

By: Howard A. Pohman
Howard A. Pohman

HOMESTEAD WEST, LTD.

By: Vann M. Basinger
Vann M. Basinger

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.

The sentence between the symbols : if not applicable, should be deleted, see Oregon Revised Statutes, Section 93.010 (Notarial acknowledgment on reverse)

338-S

[illegible]

CONTRACT

FORM No. 854 }

STEVENS. NESS LAW PUB. CO., PORTLAND, ORE.

BETWEEN

AND

Address

Address

Dated 19.....
Block
Lot

Addition

STATE OF OREGON

5

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
 filing fee number _____, Rec-
 ord of Deeds of said County.
 Witness my hand and seal of
 County affixed.

Title.

Deputy.

AFTER RECORDING RETURN TO

STATE OF OREGON,

County of _____

, 19

Personally appeared the above named

..... and acknowledged the foregoing instru-
ment to be..... voluntary act and deed.

Before me:

(SEAL)

Notary Public for Oregon
My commission expires:

STATE OF OREGON, County of

May

, 19 80

) ss.

Personally appeared
Vann M. Basinger

Howard A. Pohrman

and

who, being duly sworn,

each for himself and not one for the other, did say that the former is the President of Fajo, Inc. ~~XXXXXXXX~~ and that the latter is the Vice President of ~~XXXXXXXX~~

Vice President of ~~XXXXXXXXXX~~

Homestead West, Inc.

Homestead West, Inc. 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 be-
half of said corporation by authority of its board of directors; and each of
them acknowledged said instrument to be its voluntary act and deed.

Before me:

Notary Public for Oregon

My commission expires: 11/30/81

(SEAL)

A tract of land situated in Sections 11, 12, and 13, T.35 S., R.11 E., of the W.M., in the County of Klamath and State of Oregon described as follows:

Beginning at the Northwest corner of the Southeast one-quarter of the Southwest one-quarter of said Section 12 said corner also being the Northwest corner of a tract of land described as Parcel II in a Contract to Len K. Osborn, recorded October 21, 1977 in Volume M-77, Page 20284, Deed Records; thence South $01^{\circ}33'20''$ West along the Westerly line of said Osborn tract a distance of 372.67 feet to the true point of beginning of the tract of land herein to be described thence continuing along the Westerly line of said Osborn tract South $01^{\circ}33'20''$ West a distance of 783.55 feet to the Northerly corner of Lot 13, Block 47 of OREGON PINES, a duly recorded plat; thence along the exterior line of said plat the following courses; South $35^{\circ}35'00''$ West a distance of 635.60 feet; thence South $53^{\circ}36'25''$ West a distance of 298.51 feet; thence North $61^{\circ}10'33''$ West a distance of 298.51 feet; thence North $61^{\circ}10'33''$ West a distance of 230.07 feet; thence North $29^{\circ}47'57''$ West a distance of 212.49 feet; thence North $49^{\circ}08'34''$ West a distance of 500.05 feet to the most Easterly corner of Lot 24, Block 47 of said plat said corner being the most Southerly corner of a tract of land described in a Contract to MALIA, INC. recorded November 3, 1977 in Volume M-77, Page 21088, Deed Records; thence North $20^{\circ}03'48''$ East along the Easterly line of MALIA, INC. tract a distance of 1221.25 feet to a point on the Southerly line of a tract of land described in a Contract to Vann M. Basinger, recorded November 3, 1977 in Volume M-77, Page 21086, Deed Records; thence South $69^{\circ}56'12''$ East along the Southerly line of said Basinger tract a distance of 1221.70 feet to the true point of beginning.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.
 this 5th day of September A. D. 1980 at 10:42 o'clock AM. and
 duly recorded in Vol. M80, of Deeds on Page 16825

Fee \$10.50

Wm D. MILNE, County Clerk
Bernice Helisch