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CONTRACT—REAL ESTATE

Vol. 178 Page 17573

THIS CONTRACT, Made this 25TH day of AUGUST, 1980, between

JOHNNY M. &amp; CECIL E. ELLIOTT, hereinafter called the seller,

and LLOYD D. CHURCHILL, 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 described lands and premises situated in Klamath County, State of OREGON, to-wit:

GOVERNMENT LOTS 19-20-21-&22 EXCEPTING THE WEST 990 FEET OF GOVERNMENT LOTS 20 & 21 IN THE SW $\frac{1}{4}$  OF SECTION 17 TOWNSHIP 36S RANGE 11E W.M. 50 ACRES MORE OR LESS.

BUYER TO PAY COLLECTION SET UP FEE AND HALF OF ESCROW COSTS.

SELLER TO PAY TITLE INSURANCE AND REMAINING HALF OF ESCROW COSTS.

TAXES TO BE PRORATED AT CLOSE OF ESCROW.

for the sum of SIXTY THOUSAND DOLLARS AND NO/100 Dollars (\$60,000.00) (hereinafter called the purchase price), on account of which TEN THOUSAND DOLLARS AND NO/100 Dollars (\$10,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller); the buyer agrees to pay the remainder of said purchase price (to-wit: \$50,000.00) to the order of the seller in monthly payments of not less than FOUR HUNDRED & EIGHTY TWO AND 52/100 Dollars (\$482.52) each, MONTH STARTING 30 DAYS AFTER CLOSE OF ESCROW.

payable on the 12th day of each month hereafter beginning with the month of October, 1980, and continuing until said purchase price is fully paid. 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 10% per cent per annum from CLOSE OF ESCROW until paid, interest to be paid MONTHLY and \* (being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of the date of this contract.

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;

The buyer shall be entitled to possession of said lands on CLOSE OF ESCROW 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 \$ N/A 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 the seller for buyer's breach of contract.

The seller agrees that at his expense and within 30 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.

(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.

JOHNNY M. &amp; CECIL E. ELLIOTT

P.O. BOX 27

SPRAGUE RIVER, OR. 97639

SELLER'S NAME AND ADDRESS

LLOYD D. CHURCHILL

P.O. BOX 1065

HUNTINGTON BEACH, CALIF. 92649

BUYER'S NAME AND ADDRESS

After recording return to:

MOUNTAIN TITLE CO.

407 MAIN STREET

KLAMATH FALLS, OREGON

NAME, ADDRESS, ZIP

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

LLOYD D. CHURCHILL

P.O. BOX 1065

HUNTINGTON BEACH, CALIF. 92649

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of } ss.

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/serial number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

SPACE RESERVED  
FOR  
RECORDER'S USE

By

Recording Officer

Deputy

280 SEP 18 PM 3 56

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 principal sum of said purchase price payable by 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 as to all 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 the seller shall retain title to the premises above described and all other rights acquired by the buyer hereunder shall revert to and rest in and belong to the seller without any act of re-entry, or any other act of the seller; and the right of the buyer to return, recalculation or compensation for moneys paid on account of the purchase of said property as absolutely, fully and perfectly as if no sale had taken place under this contract, shall be lost in the 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 value of the 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 premises above described, 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 \$ 60,000.00

~~XXXXXX No other value or property of value given or provided in this sale and the consideration indicated herein is XXXXXX~~

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 to 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.

duly authorized thereunto by order of its board of directors.  
 X Woods Churchill Johnny M. Elliott By Paul Elliott Attorney in  
Paul E. Elliott Heat

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

STATE OF OREGON, )  
County of Klamath ) ss.  
September 3 19 80

STATE OF OREGON, County of ..... ) ss.  
..... 19.....

Personally appeared ..... and

Personally appeared the above named.....

LLOYD D. CHURCHILL

.....and acknowledged the foregoing instru-  
ment to be his 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 .....

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.

Before me:

(OFFICIAL  
SEAL)

Before me: Kristi L. Garrison of haverhill Mass.

Notary Public for Oregon  
My commission expires 6/19/83

Notary Public for Oregon  
My commission expires:

(SEAL)

ORS 83.635 (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)

STATE OF OREGON, )  
 ) ss.  
County of Klamath)

September 16, 1980

Personally appeared the above named CECIL E. ELLIOTT for himself and as attorney-in-fact for JOHNNY M. ELLIOTT and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Kristi L. Garrison  
Notary Public for Oregon  
My Commission Expires: 6/19/83

STATE OF OREGON; COUNTY OF KLAMATH: 53

Filed for record at request of Mountain Title Co.

This 16th day of September A. D. 1980 at 3:56 o'clock <sup>P</sup> M., and

Truly recorded in Vol. MSO of Deeds on Page 17573

Wm D. MILNE, County Clerk

By Dorothy H. Litch

Fee \$7.00