

TN

94060

CONTRACT—REAL ESTATE

Vol. 780 Page 24848



THIS CONTRACT Made this 21st day of July, 1980, between  
 HARROLD M. MALLORY AND CHRISTINE W. MALLORY, Husband and wife  
 and JACK HANSON AND PENNY HANSON, Husband and wife  
 hereinafter called the seller,  
 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:

The Southwesterly 65.0 feet of lot 9 in Block 4 of First Addition to Tonatee Homes, according to the official plat thereof on file in the records of Klamath county, Oregon.

166 21' 00"

MALLORY MALLORY

RECORDED IN VOL. 780 OF DEEDS PAGE 24848

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FILED FOR RECORD IN KLAMATH COUNTY, OREGON

FILE OF OREGON: COUNTY OF KLAMATH

(RECEIVED FOR RECORD)

for the sum of Thirty-three thousand and 00/100 Dollars (\$33,000.00) (hereinafter called the purchase price) on account of which Thirty-three hundred dollars (\$3,300.00) 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: \$29,700.00) to the order of the seller in monthly payments of not less than Two hundred eighty-two and sixty two cents Dollars (\$282.62) each, month

payable on the 1st day of each month hereafter beginning with the month of May 1, 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 May 1, 1980 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.

(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 May 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 premises and the buildings, now or hereafter erected thereon, in good condition and repair and will not, suffer or permit any waste or strip thereof; that he will keep said premises free from construction 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 \$29,700.00 and in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer; that the buyer shall pay all such liens, costs, water rents, taxes, or charges 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 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 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. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

STATE OF OREGON,

County of \_\_\_\_\_

I certify that the within instrument was received for record on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,

at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and recorded in book/reel/volume No. \_\_\_\_\_ on

page \_\_\_\_\_ or as document/fee/file/instrument/microfilm No. \_\_\_\_\_

Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME \_\_\_\_\_ TITLE \_\_\_\_\_

By \_\_\_\_\_ Deputy

Penney Hanson  
 493/Barry in Klamath Falls  
 SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

## After recording return to:

NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

pd  
 7/0

[illegible]

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 3300.00. 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 mortgage, the whole sum as the trial court may determine.

the property or value given or promised which is \_\_\_\_\_ dollars, is \$2200.00. However, the actual consideration in case suit or action is instituted to foreclose this contract or the whole consideration (indicate which) 0 sum as the trial court may adjudge reasonable as attorney's fees to enforce any provision hereof, the losing party in said suit or action agrees to pay such 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, whichever the singular pronoun shall be taken to mean, shall be deemed to mean any and all persons, heirs, assigns, legal representatives, successors, and assigns of the party so designated.

IN WITNESS WHEREOF, the undersigned, being the duly authorized representatives of the parties hereto, have hereunto set their hands and seals on the day and date first above written.

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.

Harold M. Walling Jack Harnett  
Chester W. Walling

NOTE - The sentence between the symbols  $\odot$ , if not applicable, should be deleted. See ORS 32.0300.

STATE OF OREGON,  
County of KLAMATH  
December 22, 1980

Penning & Hansen

STATE OF OREGON, County of \_\_\_\_\_, ss. \_\_\_\_\_

Personally appeared the above named \_\_\_\_\_ and \_\_\_\_\_  
each for himself and not one for the other, did say that the former is the

and acknowledged, the foregoing instrument to be a voluntary act and deed, 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:

*Susan K. Mallory*

OFFICIAL (SEAL)

Notary Public for Oregon  
My commission expires 1-22-84

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 93.999(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:

Filed for record ~~EX-100-125720X~~

his 22nd day of December A. D. 19 80 at 4:20 o'clock P. M., and  
 duly recorded in Vol. M80 of Needs

Wm D. MILNE County Clk

Fee \$7.00  
By Permetra H. Petch

OUTLET FOR SPANISH ON THIS IN THE LEGALITY OF INTEREST  
BUT VOTERS TO CONSIDER POWER. SOCIETY TO THE

Continued: 2000-01-01

FILE#22814- 1941 in connection of the military conscription and settlement again continued the first

JOHN H. HARRISON AND CHRISTOPHER A. HARRISON - 1962  
HARRISON COLLEGE THE BAKER

DATE COMPLETED: 1990-11-14  
37080  
COMPLETION: 1990-11-14  
10 36' 10.000000

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED  
DATE 01-10-2000 BY 60322 SPJ/STP