

94498

CONTRACT—REAL ESTATE

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THIS CONTRACT, Made this 8th day of January, 1981, between

Robert Dean Kirkendall, hereinafter called the seller,
and David Paul Harris and Louise Harris, 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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

All the real property situated in the County of Klamath, State of Oregon, being a portion of Section 14, Township 36 South, Range 10 East of the Willamette Meridian, more particularly described as follows:

PARCEL ONE

The East Half of the East Half and the East Half of the West Half of the East Half, being a portion of Government Lot 16, in said Section 14, Township 36 South, Range 10 East of the Willamette Meridian.

PARCEL TWO

The East Half of Government Lot 17, in said Section 14, Township 36 South, Range 10 East of the Willamette Meridian.

EXCEPTING THEREFROM any portion thereof lying within State or County Roads;

Subject, however, to the following:

1. The rights of the public in and to that portion of the above property lying within the limits of public roadways.
2. Subject, to the requirements and provisions of ORS Chapter 481, pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby;

for the sum of Forty Thousand and No/100ths-----Dollars (\$40,000.00) (hereinafter called the purchase price) on account of which Thirty Thousand and No/100ths-----Dollars (\$30,000.00) 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: \$10,000.00) to the order of the seller in monthly payments of not less than TWO HUNDRED TWELVE and 48/100THS-----Dollars (\$212.48) each, or more, prepayment without penalty, all due and payable on or before January 8, 1986

payable on the 8th day of each month hereafter beginning with the month of February, 1981, 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 January 8, 1981 until paid, interest to be paid monthly and * } in addition to 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, and
- (B) for an organization, 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 land on January 8, 1981 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 the amount of its full insurable value 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 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 Regulation Z, the seller MUST comply with the Act and Regulation by making required disclosures; for this purpose, use Stevens-Ness Form No. 1309 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 instru-

SELLER'S NAME AND ADDRESS

