

CONTRACT—REAL ESTATE

Vol. M81 Page 4055

THIS CONTRACT, Made this 5th day of March, 19 81, between
James William Wesley,
 and Jesse Allen Patterson, 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: Lot 6, Block 44, FIRST ADDITION to the City of Klamath Falls, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon. Subject, however, to the following:

1. Sewer and water use charges, if any, due to the City of Klamath Falls.
2. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: December 3, 1978

Recorded: December 5, 1978

Volume: M78, page 27364, Microfilm Records of Klamath County, Oregon

Amount: \$12,000.00

Grantor: Charles F. Mateson

Trustee: William L. Sisemore

Beneficiary: Scenic View Investment Co., an Oregon corporation.

The beneficial interest under said Trust Deed was assigned by instrument Dated: December 4, 1978

(for continuation of this contract see reverse side of this document)

for the sum of Thirty-Two Thousand Five Hundred and Dollars (\$ 32,500.00)
 (hereinafter called the purchase price), on account of which Two Thousand and No/100ths
Dollars (\$2,000.00) 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: \$ 30,500.00) to the order
 of the seller in monthly payments of not less than Three Hundred Thirty and No/100ths
Dollars (\$330.00) each, or more, prepayment without penalty

payable on the 5th day of each month hereafter beginning with the month of April, 19 81,
 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 12% per cent per annum from
March 5, 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 pro-
 rated 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 use or enjoyment of a person or persons as a natural person, is not business, commercial or industrial purposes.

The buyer shall be entitled to possession of said lands on March 5, 19 81, 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 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 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
 full insurable value

not less than \$ 30,000.00 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 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 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. 1309 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.

James William Wesley
750 Miller Road
Klamath Falls, Or 97601
 SELLER'S NAME AND ADDRESS
James Allen Patterson
603 Jefferson
 BUYER'S NAME AND ADDRESS

After recording return to:

MTC

NAME, ADDRESS, ZIP

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

Jesse Allen Patterson
603 Jefferson
Klamath Falls, Oregon
 NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Washouli

I certify that the within instru-
 ment was received for record on the
1st day of April, 19 81,
 at 10 o'clock AM, and recorded
 in book/reel/volume No. 1001 on
 page 1 or as document/fee/file/
 instrument/microfilm No. 1001
 Record of Deeds of said county.

Witness my hand and seal of

County, attested

NAME James Allen Patterson TITLE Deputy
 By James Allen Patterson

2704

STATE OF OREGON - DAVIDSON

4056

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 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 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 thereon 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.

Buyer herein specifically agrees to pay the full contract balance on or before April 5, 1983. Seller herein agrees to subordinate any difference between this contract balance and any new loan obtained by Buyer. It is further agreed by and between the parties hereto that any new loan obtained by Buyer herein must pay off the existing first and second trust deeds set forth herein as items 2 and 3 in this contract.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 32,500.00.

NOTE—The sentence between the symbols (1) and (2) is not applicable, should be deleted. See ORS 93.0301.

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.

James William Wesley

Jessie Allen Patterson

NOTE—The sentence between the symbols (1) and (2) is not applicable, should be deleted. See ORS 93.0301.

STATE OF OREGON

STATE OF OREGON, County of

ss.

County of Klamath

March

1981

Personally appeared

James William Wesley and Jessie Allen Patterson, 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 acknowledged the foregoing instrument to be their 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.

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires 7/13/81

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 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.

Recorded: December 21, 1978 (DESCRIPTION CONTINUED)
Volume: M78, page 28498, Microfilm Records of Klamath County, Oregon
To: Curtis F. Deetz, which Buyer herein does not assume and agree to pay, and Seller further covenants to and with Buyer that the said prior Trust Deed shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said Trust Deed upon payment in full of this contract.

3. Trust Deed, including the terms and provisions thereof, given to secure an indebtedness with interest thereon and such future advances as may be provided therein.

Dated: August 7, 1980

Recorded: August 11, 1980

Volume: M80, page 14892, Microfilm Records of Klamath County, Oregon
Amount: \$13,200.00

Grantor: James William Wesley

Trustee: William L. Sisemore

Beneficiary: Town and Country Mortgage and Investment Co., an Oregon corporation.

The beneficial interest under said Trust Deed was assigned by instrument Dated: August 8, 1980

Recorded: August 11, 1980

Volume: M80, page 14894, Microfilm Records of Klamath County, Oregon
To: Audie Jolliff or Vadie Jolliff, which Buyer herein does not assume and agree to pay, and Seller further covenants to and with Buyer that the said prior Trust Deed shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said Trust Deed upon payment in full of this contract.

(for continuation of this contract see attached Exhibit "A")

Buyer herein is aware of dry rot and termite damage to the property and requires no repairs to said real property by Seller herein. It is further understood and agreed between the parties hereto that Buyer has made an independent investigation and inspection of the premises herein described, and has entered into this Contract without relying on any statement or representation or covenant not specifically embodied in this Contract, and accepts the property described in this Contract "as is" in its present condition, and requires no work of any kind to be done on said property by Seller.

It is further agreed by and between the parties hereto that the taxes and fire insurance are the Buyer's obligation herein and the Buyer agrees to furnish Seller with proof of payment for taxes and fire insurance each year hereafter.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 6th day of March A. D. 19 81 at 12:07 clock P. M., and

duly recorded in Vol. M81, of Deeds on page 4055

EV. LYN BIEHN, County Clerk

By Serretta H. Hetch

Fee \$10.50