

97180

CONTRACT—REAL ESTATE

Vol. m 81 Page 4718

THIS CONTRACT, Made this 16th day of March, 1981, between Joseph Samuel LaCroix and Sylvia Mae LaCroix, husband and wife, and William E. Ray and Karen M. Ray, husband and wife,

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 following described tracts in Section 7, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon: Beginning at a point on the East line of Government Lot 6, said Section 7, at a point that is 174.80 feet South of the Northeast corner of said Lot 6; thence South along the East line of said Government Lot 6 and Government Lots 7 and 12 to the Southeast corner of said Government Lot 12; thence West along the South line of said Government Lot 12 to a point that is 450.4 feet East of the Southwest corner thereof, said point being the Southeast corner of a tract conveyed to Anderson by Contract recorded February 26, 1963 in Deed Book 343 at page 340; thence North along said Anderson tract a distance of 660 feet; thence West along said Anderson tract a distance of 660 feet to the East line of a tract conveyed to Anderson by Contract recorded February 26, 1963 in Deed Book 343; page 338; thence North along the East line of said Anderson tract a distance of 452.1 feet to the Northeast corner thereof; (for continuation of this legal description see reverse side of this document)

for the sum of Sixty-Five Thousand and No/100ths-----Dollars (\$65,000.00) (hereinafter called the purchase price) on account of which Eleven Thousand and No/100ths-----Dollars (\$11,000.00) is paid on the execution hereof (the receipt of which is

hereby acknowledged by the seller), and the remainder to be paid to the order of the seller at the times and in amounts as follows, to-wit: The remaining balance of Fifty-Four Thousand and No/100ths (\$54,000.00) shall be paid to the order of the Sellers in annual installments equal to interest due each year at the rate of 8 1/2% per annum on the unpaid balance. The first annual installment to be paid on or before the 16th day of March, 1982, and on the same day of each year thereafter until the entire purchase price, including both the principal and interest is paid in full. Interest on the unpaid balance shall commence on March 16, 1981. There is no prepayment penalty.

Buyers herein specifically agree to pay the full Contract balance on or before March 16, 2002.

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 business or commercial purposes, or (C) for investment purposes.

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 8 1/2% per cent per annum from March 16, 1981 until paid, interest to be paid annually.

Taxes on said premises for the current tax year shall be prorated between the parties hereto as of March 16, 1981.

The buyer shall be entitled to possession of said lands on March 16, 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 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 full insurable value.

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 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 as assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

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; 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.

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 _____ on page _____ or as this/reel number _____

Record of Deeds of said county: _____

Witness my hand and seal of _____ County affixed.

Recording Officer _____ Deputy _____

By _____

NAME, ADDRESS, ZIP

William E. Ray, Karen M. Ray, Star Route, Philoquin, Or 97624

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 provided, or any of them, punctually within 30 days of the time limited therefor, or fail to keep the whole unpaid principal balance of said purchase price with 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 terminate and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest 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, 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 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 **\$65,000.00**. (Indicate the actual consideration - sum 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 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 and 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.

Joseph Samuel LaCroix
Sylvia Mae LaCroix
William E. Ray
Karen M. Ray

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

STATE OF OREGON, County of Klamath, ss.
 March 16th, 1981

Personally appeared the above named Joseph Samuel LaCroix, Sylvia Mae LaCroix, William E. Ray and Karen M. Ray and acknowledged the foregoing instrument to be their voluntary act and deed.

Donna Stoll
 Notary Public for Oregon
 My Commission Expires 7/13/91

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 93.990 (2) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

thence West along the North line of said Anderson tract a distance of 449.10 feet to the Southeast corner of a tract conveyed to Harold Sefton by deed recorded March 5, 1963 at Book 343 at page 449; thence North along the East line of said Sefton tract, a distance of 138 feet to the Northeast corner thereof; thence West along the North line of said Sefton tract and the North line of a tract conveyed to Edith Padgett by deed recorded March 4, 1963 in Book 343 at page 447, a distance of 631.30 feet to the Northwest corner of said Padgett tract; thence South along the West line of said Padgett tract a distance of 138 feet to the Southwest corner thereof; thence West 130 feet to the West line of Government Lot 8 of said Section 7; thence North along the West line of Government Lot 8 and 5 of said Section 7, to a point that is South 174.8 feet from the Northwest corner of said Government Lot 5; thence East parallel to the North line of said Government Lot 5 and 6 to the point of beginning.

EXCEPTING THEREFROM a tract of land situated in Government Lot 5 in Section 7, Township 35 South, Range 7 East of the Willamette Meridian: Beginning at the 1/4 corner common to Section 6 and 7, Township 35 South, Range 7 East of the Willamette Meridian; thence South along the West line of Lots 2 and 5, 834.8 feet to the point of beginning; thence East parallel with the North line of Section 7, 864.8 feet; thence South 208.7 feet; thence West parallel with the North line of Section 7, 864.8 feet to the West line of Lot 5; thence North 208.7 feet to the point of beginning.

ALSO EXCEPTING the South 451.3 feet of Government Lot 6 and the North 208.6 feet of Government Lot 7.

Subject However, to the following:

1. Rights of the public in and to any portion of the herein described (for continuation of this Contract see attached Exhibit "A" and by this reference incorporated herein)

premises lying within the limits of streets and highways.

2. The assessment roll and the tax roll disclose that the premises herein described have been specially assessed as Farm Use Land. If the land becomes disqualified for the special assessment under the statute, an additional tax may be levied for the last ten (10) or lesser number of years in which the farm use assessment was in effect for the land and in addition thereto a penalty may be levied if notice of disqualification is not timely given.

3. Financing Statements, if any, on file in the office of the Secretary of State.

4. Reservations and restrictions as contained in Patent recorded in Volume 76, page 419, Deed Records of Klamath County, Oregon, including but not limited to the following:

"there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States."

5. Reservations and restrictions as contained in Deed recorded in Volume 164, page 45, Deed Records of Klamath County, Oregon, including but not limited to the following:

"Subject to the rights of way to The California Oregon Power Company, a corporation, for pole lines over and across said premises."

6. Grant of Right of Way, including the terms and provisions thereof, Dated : December 6, 1944

Recorded : December 14, 1944

Volume : 171, page 356, Deed Records of Klamath County, Oregon

In favor of : The California Oregon Power Company

For : Right of way 10 feet in width for pole and wire line

7. Unrecorded Contract, including the terms and provisions thereof, dated October 25, 1973, by and between Donald James Legget and Elida Legget, vendors, and Joseph Samuel LaCroix and Sylvia Mae LaCroix, vendees as disclosed by the following assignment:

Assignment of Agreement and Proceeds Thereof, recorded October 28, 1974 in Volume M74, page 13991, Microfilm Records of Klamath County, Oregon. From: Donald James Legget and Elida Legget, husband and wife

To: Western Bank

Note: The effect of an Assignment of Contract from Donald J. Legget and Elida Legget to South Valley State Bank, recorded September 17, 1979 in Volume M79, page 22144, Microfilm Records of Klamath County, Oregon.

Note: The effect of an Assignment of Contract from Donald J. Legget and Elida Legget to A. E. McCoy, recorded February 12, 1980 in Volume M80, page 2315, Microfilm Records of Klamath County, Oregon, which contract Buyers herein do not assume and agree to pay,

and Sellers further covenant to and with Buyers that the said prior contract 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 contract upon payment in full of this contract.

8. A perpetual, non-exclusive easement for ingress and egress, 60 feet in width as reserved to vendor in unrecorded contract from Donald James Legget and Elida Legget, husband and wife, to Joseph Samuel LaCroix and Sylvia Mae LaCroix, disclosed by Klamath County Circuit Court Case No. 75-184L.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 16th day of March A.D. 19 81 at 11:36 clock A.M.,

duly recorded in Vol. M81, of Deeds on Page 4718.

EVELYN BIEHN, County Clerk

By Debra A. Janzen

Fee \$10.50

EXHIBIT "A"