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1981, between

hereinafter called the buyer,

of the Willamette Meridian.
 SUBJECT TO:

Oregon, as follows: "subject to any vested rights for mining, agriculture, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and there is reserved from the lands hereby granted

2. Easement, including the terms and provisions thereof, as disclosed by deeds recorded January 27, 1976, in Volume M76 page 1287; January 27, 1976, in Volume M76 page 1288; May 17, 1976, in Volume M76 page 1514; September 27, 1976, in Volume M76 page 1515; and May 17, 1977 page 894;

27, 1976, in Volume M76 page 1293; August 27, 1976, 7282; September 27, 1976, in Volume M76 page 15145; September 27, 1976, in Volume M76 page 15146; January 18, 1977, in volume M77 page 894; April 18, 1977, in Volume M77 page 6533; and April 18, 1977, in Volume M77 page 6534, Deed Records of Klamath County, Oregon.

M77 page 6534, Deed Records of Adams County, Missouri, Volume 100, Page 100, for the sum of SEVEN THOUSAND, FIVE HUNDRED AND NO/100 Dollars (\$ 7,500.00)

(hereinafter called the purchase price), on account of which EIGHT HUNDRED
Dollars (\$ 888.03) is paid on the execution hereof (the receipt of which is hereby acknowledged by the
order of said purchase price (to-wit: \$ 6,611.97) to the order

Dollars (\$886.00) is paid on _____ day of _____, 1980, by _____ (the buyer) to the seller, _____ (the seller), the buyer agrees to pay the remainder of said purchase price (to-wit: \$6,012.75) to the seller in monthly payments of not less than SEVENTY FIVE AND NO/100 of the seller in monthly payments of not less than if not sooner paid, the entire balance including

Dollars (\$ 75.00) each, (if not sooner paid, the entire balance including both principal and accrued interest shall be due on December 16, 1990) the month of December, 1980,

both principal and accrued interest on the _____ day of _____, 19____,
payable on the 16th day of each month hereafter beginning with the month of _____, 19____,
until said purchase price is fully paid. All of said purchase price may be paid at any time;
and interest on the unpaid balance shall be _____ per cent per annum from

and continuing until said purchase price is fully paid. All of said purchase price and all deferred balances of said purchase price shall bear interest at the rate of 11 per cent per annum from 1980 until said interest to be paid monthly and * in addition to being included in

November 16, 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 pro-

the minimum monthly payments above required. Taxes on said premises shall be paid by the party who is the owner of record of the premises at the time the same are assessed and levied. 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 not for business or commercial purposes

(B) for an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

November 16, 1980, and may retain such possession so long as

at said lands on _____ will keep the buildings on said premises, now or hereafter, mechanic's

The buyer shall be entitled to possession of said lands on _____ November 16, 1900, and may retain such possession until he has paid to the seller the purchase price of said lands as provided herein.

The buyer agrees that at all times he will keep the buildings on said premises, 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 mechanic's liens or other claims against them; that he will pay to the seller harmless therefrom and reimburse seller for all costs and attorney's fees incurred by him in defending against any such claim; that he will pay to the seller all taxes, assessments, public charges and municipal liens which become due on said premises during the term of this contract; and that he will pay to the seller the cost of insurance on the buildings on said premises.

23. ~~he is not in good condition and repair, and will, not suffer from, or be damaged by, fire, theft, or any other cause, and the Seller shall~~
~~erected, in good condition and repair, and will, not suffer from, or be damaged by, fire, theft, or any other cause, and the Seller shall~~
~~and all other liens and save the Seller harmless therefrom and reimburse seller for all costs and attorney's fees, public charges and municipal liens which may~~
~~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 may~~
~~under lawfully may be imposed upon said premises, all promptly before the same or any part thereof become past due; that the Buyer shall~~
~~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~~
~~the Buyer shall~~

~~after lawfully may be imposed upon the premises hereafter entered on said premises against~~

~~insure and keep insured all buildings now or hereafter erected on said premises against~~

~~fire loss by fire insurance policy or policies satisfactory to the seller, with loss payable first to the seller and then to the buyer as~~

~~may be determined by the court.~~

~~NO NOTATION WHEN THE POLICY OR POLICIES ARE DELIVERED TO THE SELLER AS SOON AS INSURED. NOW IF THE BUYER SHALL FAIL TO PAY ANY~~

~~OF THE 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 ADD~~

~~THE SELLER'S SHARE OF SUCH PREMIUMS AND CHARGES OR TO PROCURE AND PAY FOR SUCH INSURANCE, THE SELLER MAY DO SO, AND ANY PAYMENT SO MADE SHALL BE ADDED~~

~~TO THE ESTATE AFORESAID, WITHOUT WAIVER, HOWEVER, OF ANY RIGHT ARISING TO~~

[illegible][illegible]

12. 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.

IN WITNESS WHEREOF, the undersigned has executed this instrument on the day and date first above written.

*IMPORTANT NOTICE: Delete, by lining out, whichever phrase and whichever definition of "dwelling" applies to your transaction. The seller MUST comply with the Act and regulations if the dwelling is a dwelling as defined in the Truth-in-Lending Act and Regulation Z. If the dwelling is not a dwelling as so defined, the seller will become a first lien to finance the purchase of a dwelling in which event use Form No. 1004-AR or 1004-AR (A) instead of this form.

If the dwelling is a dwelling as defined in the Truth-in-Lending Act and Regulation Z, use Stearns-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 Form No. 1004-AR or 1004-AR (A) instead of this form.

If the dwelling is not a dwelling as defined in the Truth-in-Lending Act and Regulation Z, use Stearns-Ness Form No. 1307 or similar.

Phoenix Reforestation, Inc. STATE OF OREGON,

Phoenix, Arizona
Rt. 1, Box 208
Eddyville, OR 97343

Eddyville, OR 97545
SELLER'S NAME AND ADDRESS
Mildard Ingram
I hereby certify that the within instrument was received for record on 11/19/79

14305 S.W. Walker D-11
Beaverton, OR 97005

OF Beaverton, OR 97005
 BUYER'S NAME AND ADDRESS
 in book on page
 file/reel number
 RECORDER'S USE

After recording return to:
Phoenix Reforestation
Recorder's Use
Record of Deeds of said county.
Witness my hand and seal

Phoenix, Arizona

Same

County affixed

Unit or change is requested all tax statements shall be sent to the following address:

Unit change: Is requested unit different from unit being replaced? ☐ Yes ☒ No
 If yes, specify unit change: None

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

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 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 by suit in 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 determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and rest 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 property is sold "as is," based on buyer's personal inspection and knowledge, and not in reliance upon any warranty or representation of seller or seller's agents, except as may be expressly set forth herein, and except as may be expressly provided in this contract, the same are waived, which is a material part of the consideration. The buyer, by execution hereof, acknowledges fulfillment of or hereby waives any agreements, conditions or contingencies contained in earnest money receipt agreement executed preliminary hereto.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$7,500.00. However, the actual consideration composed of the net proceeds of the sale of the property, less the cost of the transfer, shall be the consideration for the purposes of this instrument.

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. PHOENIX REFORESTATION, INC.

By: Millard Ingram Pres.
By: Ramona E. Ingram Sec.

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

STATE OF OREGON, County of Lincoln, ss.
I, Millard Ingram, of said County of Lincoln, do hereby certify that on March 13, 1981, personally appeared Millard Ingram, 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 Phoenix Reforestation, Inc.

and acknowledged the foregoing instrument to be his voluntary act and deed. Phoenix Reforestation, Inc., a corporation, 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.

(ORIGINAL SEAL) Notary Public for Oregon 5-16-81
My commission expires 11-27-83

ORS 93.030(3) Violation of ORS 93.035 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

3. Declaration of Covenants, Conditions and Restrictions and Reservation of Easements and Option of Right of First Refusal to Purchase, including the terms and provisions thereof, by and between Phoenix Reforestation, Inc., an Oregon corporation, dated November 12, 1980 and recorded December 10, 1980 in Volume M-80, page 23958, Deed Records of Klamath County, Oregon;

4. Contract of sale, including the terms and provisions thereof, by and between Mark A. Warmann, seller and Phoenix Reforestation, Inc., an Oregon corporation, as disclosed by memorandum of land sale contract, dated September 16, 1980, recorded September 18, 1980, in Volume M80, page 17763, Deed Records of Klamath County, Oregon. The buyer does not assume same and seller agrees and warrants the same shall be kept current and not in default so that seller shall be able to convey free and clear thereof upon completion of buyer's obligations hereunder.

It is mutually understood and agreed between the parties hereto that this contract will be collected through escrow account at Key Escrow Company, P.O. Box 471, Salem, Oregon 97308 at buyer's expense.

STATE OF OREGON, COUNTY OF KLAMATH; ss.
I hereby certify that the within instrument was received and filed for record on the 17th day of March A.D., 1981 at 11:18 o'clock A.M., and duly recorded in Vol M81 of Deeds on Page 4837 Fee \$ 7.00

By: Evelyn Biehn deputy