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058334

CONTRACT—REAL ESTATE

Vol. M61 Page 6649

THIS CONTRACT, Made this 13th day of April, 1981, between
Helen McAuliffe

, hereinafter called the seller,
 and Dennis A. Nelson and Louise M. Nelson, 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 de-
 scribed lands and premises situated in Klamath County, State of Oregon to-wit:
Lot 14, Block 2, FIRST ADDITION TO MOYINA, in the County of Klamath,
State of Oregon.

Subject, however, to the following:

1. Regulations, including levies, liens and utility assessments of
 the City of Klamath Falls.

2. Regulations, including levies, liens, assessments, rights of way
 and easements of the South Suburban Sanitary District.

3. An easement created by instrument, including the terms and
 provisions thereof

Recorded : April 5, 1940 Book: 128 Page: 267

In favor of : Pacific Power and Light

For : Transmission easement

4. Restrictions, but omitting restrictions, if any, based on race,
 color, religion or national origin, as shown on the recorded plat,
First Addition to Moyina.

5. Covenants, easements and restrictions, but omitting restrictions,
 if any, based on race, color, religion or national origin, imposed
 (for continuation of this Contract see reverse side of this document)

for the sum of Sixty-Eight Thousand and No/100ths-----Dollars (\$68,000.00.)
 (hereinafter called the purchase price), on account of which Twenty-Eight Thousand and
No/100ths-----Dollars (\$28,000.00) 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: \$40,000.00) to the order
 of the seller in monthly payments of not less than Four Hundred and No/100ths-----
Dollars (\$400.00) each, or more, prepayment without penalty

payable on the 13th day of each month hereafter beginning with the month of May, 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 12% per cent per annum from
April 13, 1981, until paid, interest to be paid monthly and * (interest to be 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) ~~or for the operation of a business or for the operation of a business, or for commercial purposes other than agricultural purposes.~~

The buyer shall be entitled to possession of said lands on April 27, 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 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 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 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 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. 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 Washouli

I certify that the within instru-
 ment was received for record on the
13th day of April, 1981,
 at 10 o'clock M., and recorded
 in book/reel/volume No. 6649 on
 page 1 or as document/fee/file/
 instrument/microfilm No. 6649,
 Record of Deeds of said county.

Witness my hand and seal of
 County affixed.

NAME

TITLE

By Dennis A. Nelson Deputy

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to

T/A
506 6th St.

NAME, ADDRESS, ZIP

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

Mr & Mrs Dennis A. Nelson
6321 Eberlein
Klamath Falls, OR 97601

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 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.

Buyers herein specifically agree to pay the full Contract balance no later than August 30, 1981.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 68,000.00.

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.

Helen McAuliffe
Helen McAuliffe

Dennis A. Nelson
Dennis A. Nelson

Louise M. Nelson
Louise M. Nelson

NOTE—The sentence between the symbols ©; if not applicable, should be deleted. See: ORS 93.030.

STATE OF OREGON, Klamath } ss. STATE OF OREGON, County of _____, ss.
County of _____, 19 _____, 19 _____.

Personally appeared the above named _____ and _____, who, being duly sworn,

Helen McAuliffe, Dennis A. Nelson each for himself and not one for the other, did say that the former is the

and Louise M. Nelson _____ president and that the latter is the

and acknowledged the foregoing instru- _____ secretary of _____

ment 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 be-

half of said corporation by authority of its board of directors; and each of

them acknowledged said instrument to be its voluntary act and deed.

Notary Public for Oregon _____ (SEAL)

My commission expires 3-22-85 Notary Public for Oregon _____

My commission expires _____

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 con-

veyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par-

ties are bound thereby.

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

by instrument, including the terms thereof

Recorded : May 6, 1960 Book: 321 Page: 49

6. Trust deed, including the terms and provisions thereof, with

interest thereon and such future advances as may be provided therein,

given to secure the payment of \$19,000.00

Dated : December 28, 1965

Recorded : December 31, 1965 Book: M-65 Page: 5176

Trustor : Helen McAuliffe, a widow

Trustee : William Ganong

Beneficiary : First Federal Savings and Loan Association

Klamath Falls, Oregon, a corporation,

and Seller further covenants to and with Buyers 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 of this Contract.

It is further agreed by and between the parties hereto that the

taxes and fire insurance are the Buyers' obligation herein and

the Buyers agree 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 _____

his 13th day of April A.D. 19 81 at 3:56 o'clock P.M., and

duly recorded in Vol. MB1, of Deeds on Page 6649.

EVELYN BIEHN, County Clerk

By *Debra A. Jensen*

Fee \$7.00