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CONTRACT—REAL ESTATE

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THIS CONTRACT, Made this 13th day of March, 1981, between
Scott E. Greenwood and Marie Sherry Greenwood, husband and wife,
 and Linda Jean Schaller, 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 de-
 scribed ~~land~~ mobile home situated in Klamath County, State of Oregon, to-wit:

1976 Fleetwood Mobile Home - 60 by 14, Model No. 14562K A/C Number

WAS000170.

Buyer agrees to furnish Sellers with proof of payment for taxes and
 fire insurance each year until the Contract is fully paid.

It is agreed by and between the parties hereto that in the event Buyer
 herein sales the mobile home in the future, said sale shall be either
 an all cash sale or a refinanced transaction, thus paying this contract
 in full.

Buyer herein specifically agrees to pay the full contract balance on
 or before April 17, 1988.

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

for the sum of Eleven Thousand and No/100ths----- Dollars (\$ 11,000.00.)
 (hereinafter called the purchase price), on account of which One Thousand and No/100ths-----
 Dollars (\$ 1,000.00.) 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 ONE HUNDRED SEVENTY-ONE and 23/100THS
 Dollars (\$ 171.23.) each, or more, prepayment without penalty,

payable on the 17th 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;
April 17, 1981 until paid, interest to be paid monthly and * mobile home being included in
 the minimum monthly payments above required. Taxes on said mobile home 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 mobile home described in this contract is
 (A) primarily for buyer's personal, family, household or agricultural purposes,
 (B) for an other purpose (even if buyer is a natural person with no business or commercial purpose other than agricultural purpose).

The buyer shall be entitled to possession of said lands on April 17th, 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 \$ 11,000.00 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.

On the date of the execution of this contract, the seller shall deliver to the buyer a deed conveying to him the title to the land described in this contract, together with a deed conveying to him the title to 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 full insurable value not less than \$ 11,000.00 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.

(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: Stevens-Ness Form No. 1307 or similar.

RE #7 Box 8
 James Rd, Price George, B.C, Canada V2O2J5

SELLER'S NAME AND ADDRESS

Linda Schaller
6767 Jingle Lane sp44
K

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.

per Buyer

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

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

Witness my hand and seal of
 County affixed.

NAME

TITLE

By _____ Deputy

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 de- termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revest in said seller without any act of re-entry, or any other act of said seller, 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.

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The true and actual consideration paid for this transfer, stated in terms of dollars, is \$11,000.00. (However, the actual consideration con- sidered as stated on the proposed deed is \$11,000.00, which is the actual consideration.)

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.

Linda Jean Schaller
Linda Jean Schaller

STATE OF OREGON,
County of Klamath } ss.
April 17, 1981.
Personally appeared the above named
Linda Jean Schaller
and acknowledged the foregoing instru-
ment to be her voluntary act and deed.

Attorney-in-fact
Scott E. Greenwood
Scott E. Greenwood
by: Loren Dale Greenwood
Loren Dale Greenwood, Attorney-
in-fact for Scott E. Greenwood
Attorney-in-fact
Marie Sherry Greenwood
Marie Sherry Greenwood
by: Loren Dale Greenwood
Loren Dale Greenwood, Attorney-
in-fact for Marie Sherry Greenwood

Christi L. Garrison
Notary Public for Oregon
My commission expires 6/19/83

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)

Sellers agree to execute a Combined Bill of Sale and Power of Attorney for transference of title by the Department of Motor Vehicles to Linda Jean Schaller. It is further hereby agreed by and between the parties hereto that until the loan to United States National Bank of Oregon has been paid in full that said Combined Bill of Sale and Power of Attorney shall be held in the collection escrow at Mountain Title Company. When the loan has been paid the Sellers may have the option to either transfer the title to the mobile home to Buyer, showing their names on the title as the secured interest holder, or in the alternative may place said title in the collection escrow until the contract has been paid in full. Sellers further agree that it is their responsibility that when the loan has been paid in full that they shall sign said title to the mobile home and deliver said title to the escrow holder

STATE OF OREGON,
County of Klamath } ss.
On this the 13th day of March, 1981 personally appeared
Loren Dale Greenwood
who, being duly sworn (or affirmed), did say that he is the attorney in fact for
Scott E. Greenwood and Marie Sherry Greenwood and
that he executed the foregoing instrument by authority of and in behalf of said principal; and he acknowl-
edged said instrument to be the act and deed of said principal.

Before me: Linda Stelle

(Official Seal)

State of OREGON: COUNTY OF KLAMATH: ss My Commission Expires: 7/13/81
I hereby certify that the within instrument was received and filed for record on the
22nd day of April A.D., 1981 at 11:20 o'clock A M., and duly recorded in

Vol M91 of Deeds on page 7179.
EVELYN DIEHN
COUNTY CLERK

Fee \$7.00

By Debra A. Jansen deputy