

489

MTC-10260X

Vol. MTC Page

10163

THIS CONTRACT, Made this

day of June

19 81, between

Troy L. Wagoner and Carolyn Wagoner, husband and wife,

and William V. Plourde and Linda G. Plourde, husband and wife, hereinafter called the seller,

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 described lands and premises situated in Klamath County, State of Oregon, to-wit:

Lot 25, CREGAN PARK, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of West Side Sanitary District.

2. Restrictions, but omitting restrictions, if any, based on race, color, religion or national origin as shown on the recorded plat of Cregan Park. Easements over all lots for future sewers.

3. Set back provisions as delineated on the recorded plat, 20 feet from front lot line.

4. Real Estate Contract, including the terms and provisions thereof,

Dated: August 10, 1979

Recorded: August 14, 1979

Volume: M79, page 19366, Microfilm Records of Klamath County,

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

for the sum of Twenty Seven Thousand and No/100ths----- Dollars (\$27,000.00)

(hereinafter called the purchase price) on account of which Two Thousand Nine Hundred and No/100ths-----Dollars (\$2,900.00)

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: As part of the consideration herein, Buyers agree to assume and pay, and agree to hold Sellers harmless therefrom that certain Contract of Sale, which contract is recorded, dated August 10, 1979, Troy L. Wagoner and Carolyn Wagoner, husband and wife, Buyers, with a present unpaid balance of \$20,067.75 with interest paid to May 10, 1981, which Contract is escrowed at Klamath First Federal Savings and Loan Association; and the remainder to be paid to the order of the Sellers at the times and in amounts as follows, to-wit: \$4,032.25 with interest at the rate of 12% per annum from June 5, 1981, payable in installments

(continued on reverse side)

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 an investment or business purpose. (C) for a business purpose. (D) for a business purpose. (E) for a business purpose. (F) for a business purpose. (G) for a business purpose. (H) for a business purpose. (I) for a business purpose. (J) for a business purpose. (K) for a business purpose. (L) for a business purpose. (M) for a business purpose. (N) for a business purpose. (O) for a business purpose. (P) for a business purpose. (Q) for a business purpose. (R) for a business purpose. (S) for a business purpose. (T) for a business purpose. (U) for a business purpose. (V) for a business purpose. (W) for a business purpose. (X) for a business purpose. (Y) for a business purpose. (Z) for a business purpose.

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 June 5, 1981, until paid, interest to be paid monthly and being included in the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of June 5, 19 81.

The buyer shall be entitled to possession of said lands on closing 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 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 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.

Mr. & Mrs. Troy L. Wagoner

15337 Avenue 24

Chowchilla, CA 93610

SELLER'S NAME AND ADDRESS

Mr. & Mrs. William V. Plourde

1938 Fremont

Klamath Falls, OR 97601

BUYER'S NAME AND ADDRESS

After recording return to:

SAME AS BUYER

MTC
NAME, ADDRESS, ZIP

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

SAME AS BUYER

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

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 file/real number

Record of Deeds of said county.

Witness my hand and seal of County affixed.

By

Recording Officer
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 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 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 \$27,000.00. However, the actual consideration consists of and includes the property or value given or promised which is the consideration (indicate which) the property.

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.

X Troy L. Wagoner
X Carolyn Wagoner
Carolyn Wagoner

William V. Plourde
Linda G. Plourde
Linda G. Plourde

NOTE—The sentence between the symbols ①, if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,)
County of Klamath) ss.
June 5th, 19 81.
Personally appeared the above named

STATE OF OREGON, County of _____) ss.
_____, 19____.

Personally appeared _____ and

_____, 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 _____

_____, 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.

Before me:

(SEAL)

William V. Plourde and Linda G. Plourde
and acknowledged the foregoing instrument to be their voluntary act and deed.

(OFFICIAL SEAL)
Anna Stelle
Notary Public for Oregon
My commission expires 7/13/81

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

(DESCRIPTION CONTINUED)

Oregon

Vendor: Fannie Louise Croxford

Vendee: Troy L. Wagoner and Carolyn Wagoner, husband and wife, which Buyers herein assume and agree to pay the present Contract of Sale, including the terms and provisions thereof, the unpaid principal balance of which is \$20,067.75 with interest paid to May 10, 1981 to Fannie Louise Croxford, and Buyers herein agree to hold Sellers harmless therefrom.

5. The premises herein described are within and subject to the statutory powers, including the power of assessment of Suburban Water District.

Payments continued from front side of document....

of not less than \$58.82 per month, including interest, the first installment to be paid on the 5th day of July, 1981, and a further installment on the 5th day of each month thereafter until the full balance and interest are paid in full.

Buyers herein agree to pay a lump sum payment to Sellers on June 5, 1984 thereby paying this contract in full.

It is further understood and agreed between the parties hereto that Buyers have made an independent investigation and inspection of the premises herein described, and have entered into this Contract without relying on any statement or representation or covenant not specifically embodied in this Contract, and accept 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 Sellers.

10165

STATE OF CALIFORNIA,

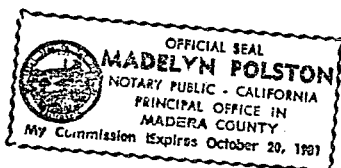
COUNTY OF Madera

ss.

ON June 3

1981

before me, the undersigned, a Notary Public in and for said State, personally appeared
Tray L. Wagoner and Carolyn Wagoner



to be the persons whose names are subscribed to the within Instrument,
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.

Madelyn Polston
Notary Public in and for said State.

ACKNOWLEDGMENT—General—Walcott's Form 233—Rev. 3-64

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 8th day of June A.D. 19 81 at 10:55 clockA M., and

duly recorded in Vol. M81, of Deeds on Page 10163

Fee \$10.50

EVELYN BIEHN, County Clerk

By Debra A. Ginn