

TK

84401

CONTRACT—REAL ESTATE

Vol. msl Page 10731

THIS CONTRACT, Made this 15th day of June, 1981, between  
Clifford L. Turner and Patricia A. Turner, tenants in common,  
 and Steven B. Anderson and Terri L. Anderson, 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 the following de-  
 scribed ~~lands and premises~~ situated in Klamath County, State of Oregon, to-wit:

1971 Marlette 65' by 12' mobile home, Serial No. A12265FB3TW10338.

for the sum of Ten Thousand Five Hundred and No/100ths-- Dollars (\$10,500.00)  
 (hereinafter called the purchase price), on account of which Three Thousand and No/100ths--  
Dollars (\$ 3,000.00) 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: \$ 7,500.00) to the order  
 of the seller in monthly payments of not less than ONE HUNDRED SEVEN and 60/100ths--  
Dollars (\$ 107.60) each, or more, prepayment without penalty,

payable on the 15th day of each month hereafter beginning with the month of July, 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  
June 15, 1981 until paid, interest to be paid monthly and \* in addition to --  
 the minimum monthly payments above required. Taxes on said mobile home being included in  
 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 organization (other than a buyer's organization) in its business or commercial purpose other than agricultural purposes~~

The buyer shall be entitled to possession of said mobile home closing day, 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 building  
 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 \$                      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.

In the event suit or action is instituted to collect any sum or sums  
 of money due hereunto or to replevy said mobile home, Buyers agree to  
 pay, in addition to the statutory costs and disbursements, (1) Plaintiff's  
 attorney's fees to be fixed by the trial court and (2) on appeal, if any,  
 similar fees in the appellate court to be fixed by the appellate court.

Clifford L. and Patricia A. Turner  
 1709 S. W. Blankenship #56  
 West Linn, Oregon 97068

SELLER'S NAME AND ADDRESS

Steven B. Anderson and Terri L. Anderson  
 General Delivery  
 Chiloquin, Oregon 97624

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 GRANTEE

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of                      ss.

I certify that the within instru-  
 ment was received for record on the  
 day of                     , 1981,

at                      o'clock                      M., and recorded  
 in book                      on page                      or as  
 file/roll number                     

Record of Deeds of said county.

Witness my hand and seal of  
 County affixed.

Recording Officer

By                      DeputySPACE RESERVED  
FOR  
RECORDER'S USE

81 JUN 18 AM 10 56

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 ten 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 and/or (3) 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 revest 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 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 \$10,500.00. However, the actual consideration consists of the interest on the purchase price of the property, and the principal balance of the purchase price of the property.

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and it is an appeal is taken from any judgment or decree of the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff'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; 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; 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.

Clifford L. Turner  
Clifford L. Turner  
Steven B. Anderson  
Steven B. Anderson

Patricia A. Turner  
Patricia A. Turner  
Terri L. Anderson  
Terri L. Anderson

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

STATE OF OREGON, )  
County of Klamath ) ss. STATE OF OREGON, County of ) ss.

June 15, 1981, Personally appeared \_\_\_\_\_, 19\_\_\_\_, and \_\_\_\_\_

Personally appeared the above named  
Clifford L. Turner, Patricia A. Turner, Steven B. Anderson and Terri L. Anderson

and acknowledged the foregoing instrument to be their voluntary act and deed.

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

\_\_\_\_\_ 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:  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires: \_\_\_\_\_

Section 4 of Chapter 618, Oregon Laws 1975, provides:

"(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 owner of the title being 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.

"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

Buyers herein specifically agree to pay the full contract balance on or before July 15, 1991.

Buyers herein further agree to pay all future taxes on said mobile home which shall become a lien against said property. Seller shall be responsible for any taxes or liens up to and including June 15, 1981, that may be due and payable on said mobile home.

This contract is also subject to the requirements and provisions of ORS Chapter 481, pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby.

STATE OF OREGON, COUNTY OF KLAMATH, ss.

Filed for record at request of \_\_\_\_\_

this 16th day of June A.D. 1981 at 10:56 o'clock AM. and

duly recorded in Vol. M81 of Deeds on 10731

Fee \$7.00

By Evelyn Bienn, County Clerk  
EVELYN BIENN, County Clerk