

TN

3874

CONTRACT—REAL ESTATE

15550

THIS CONTRACT, Made this
James J. Glessner

19th day of

August

Vol. 1981 Page 9

between

and P. H. Fishback Trust

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

The E½W½NW¼ lying South of Sand Creek in Section 28, Township 31 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon.

Subject, however, to the following:

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

Recorded

For

For

July 7, 1961 Book: 330 Page: 544

An easement 30 feet wide along North boundary of herein described property.

Ingress and egress in common with all other persons owning any portion NW¼ Section 28, TWP 31 S., R7 EWM.

2. Contract, including the terms and provisions thereof,

Dated

Recorded

Vendor

Vendee

August 29, 1980

September 4, 1980

Book: M-80 Page: 16746

Carlos A. Medrano

James J. Glessner, which Buyer herein does

not assume and agree to pay, and Seller further covenants to and with Buyer that the said prior contract shall be paid in full prior to,

or at the time this contract is fully paid and that said above described (for continuation of this contract see reverse side of this document)

for the sum of Forty-One Thousand Five Hundred and No/100ths Dollars (\$41,500.00) (hereinafter called the purchase price) on account of which Twelve Thousand Five Hundred and

Dollars (\$12,500.00) 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: \$29,000.00) to the order of the seller in monthly payments of not less than THREE HUNDRED THIRTY-FIVE AND NO/100THS--- Dollars (\$335.00) each, or more, prepayment without penalty

payable on the 20th day of each month hereafter beginning with the month of September, 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 11% per cent per annum from

August 20, 1981 until paid, interest to be paid monthly and * in addition to being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be prorated 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) for use as a residence or for other purposes in which the buyer is engaged in a business or commercial purpose other than agricultural purposes.

The buyer shall be entitled to possession of said lands on August 20, 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 premises and the buildings, 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 construction 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 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 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. 1208 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

Glessner

SELLER'S NAME AND ADDRESS

Paulen H. Illgach Trustee
1370 W 1600 S Lewiston, Utah 84320

BUYER'S NAME AND ADDRESS

After recording return to:

TA - Mary Lou

NAME, ADDRESS, ZIP

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

FRANK J. + PAULEN H. ILLGACH
1370 W 1600 S
LEWISTON, UTAH 84320

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

SS.

I certify that the within instrument 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

1222

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 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 the 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 \$ 41,500.00. However, the actual consideration consists of ~~or includes other property or value given or promised, which is not the consideration. (Indicate which)~~ nothing.

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 party's attorney's fees on such appeal, 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.

James J. Glessner
James J. Glessner

P. H. Fishback Trust
P. H. Fishback Trust

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

STATE OF OREGON,)

County of Klamath) ss.

August 3, 19 81.

Personally appeared the above named
James J. Glessner and

STATE OF OREGON, County of Cache) ss.

August 19, 19 81.

Personally appeared _____

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 _____

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

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires 2/4/83

Before me:

Notary Public for Oregon
My commission expires August 6, 1983

PUBLIC (SEAL)

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)

real property will be released from the lien of said contract upon payment of this contract. 3. Taxes for the year 1981-82 are now a lien but not yet payable.

STATE OF OREGON, COUNTY OF KLAMATH; ss.

Filed for record at request of Transamerica Title Co.

this 1st day of September D. 19 81 at 3:56 o'clock P.M., and
duly recorded in Vol. M81 of Deeds on a: 15550

EVELYN BIEHN, Comm.

Fee: \$8.00