

4261

CONTRACT—REAL ESTATE

Vol. 48 Page 16207

THIS CONTRACT, Made this 31st day of August, 1981, between
W. Erle Hewitt and Lucy O. Hewitt, husband and wife,
Terry P. Latimer, 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 E 1/4 SW 1/4 Section 33, Township 36 South, Range 12 East of the Willamette Meridian, in the County of Klamath, State of Oregon. Subject, however, to the following:

1. Rights of the public in and to any portion of said premises lying within the limits of public roads and highways.
2. Any existing easements visible on the ground for roads, pipelines or utilities, to which the property might be subject under provisions of Land Status Report recorded in Book 311 at page 632, Deed Records including Indian Service Road right of way, right of way to Oregon State Highway Department and transmission line easement to California Oregon Power Co.
- (Affects Sec. 22, 27, 28, 33 and 34, Twp 36 S., R 12 EWM and Sec. 3 and 10, Twp 37 S., R 12 EWM)
3. All subsurface rights, except water, are hereby reserved in trust for heirs of Guy Schonchin, deceased, Klamath Allottee No. 843, as (for continuation of this deed see reverse side of this document)
- for the sum of Twelve Thousand and No/100

for the sum of **Twelve Thousand and No/100ths-----Dollars (\$12,000.00)**
(hereinafter called the purchase price) on account of which **Three Thousand and No/100ths-----Dollars (\$3,000.00)**

_____ Dollars (\$ 3,000.00) 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, Buyer agrees to assume and pay, and hold Sellers harmless therefrom, that certain recorded Contract of Sale dated February 14, 1979, described as Escrow No. 47-E-4235 - John M. Schoonover, Vendor, and W. Erle Hewitt, et al, Vendees, with a present unpaid balance of \$4,093.86 with interest paid to August 20, 1981, which contract is escrowed at the Western Bank, Klamath Falls, Oregon; and the remainder to be paid to the order of the Sellers at the times and in amounts as follows: \$4,906.14 with interest at the rate of 9% per annum from August 31, 1981, payable in monthly installments of \$62.08, or more, prepayment without penalty. Installments include interest at 9% per annum on the unpaid balance. Interest begins August 31, 1981.

The buyer warrants to and covenants with the seller that it

The buyer warrants to and covenants with the seller that the real property described in this contract is

First installment due on or before September 31, 1981, and subsequent installments due on or before the 31 day of each month thereafter until balance is paid in full. Taxes on said premises for the current tax year shall be paid on the date of this contract.

The buyer shall be entitled to possession of said lands on August 31, 1981, and may retain such possession so long as erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said buildings on said premises, now or hereafter and all other liens and say that he will keep said buildings free from mechanic's liens; that he will pay all taxes hereon and reimburse seller for all costs and attorney's fees incurred by him in defending against any after lawfully may be imposed upon said premises, all against said property, as well as all water rents, public charges, municipal liens which hereinafter and keep insured all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) and not less than \$50,000 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 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 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; 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.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

T/A = Σ 6+R

NAME, ADDRESS, ZIP

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

Mr. Terry P. Latimer
General Delivery
Beatty, OR
NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

STATE OF OREGON.

County of _____

~~I certify that the within instrument was received for record on the day of 19~~

Record of Deeds of said county.

Witness my hand and seal of
County affixed.

.....
Recording Officer

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 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 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 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.

It is further agreed by and between the parties hereto that Buyer herein does not require Sellers to furnish DEQ approval and agrees to hold Sellers harmless if DEQ approval is not given in the future and to hold the realtor harmless therefrom in addition to Sellers.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$12,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate which). (1)

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 if 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 thereto by order of its board of directors.

W. Erle Hewitt

Lucy O. Hewitt

Terry P. Latimer

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On September 2, 1981

before me, the undersigned, a Notary Public in and for said State, personally appeared W. Erle Hewitt and Lucy O. Hewitt

known to me to be the person S whose name S are

subscribed to the within instrument and acknowledged to me

that they executed the same.

WITNESS my hand and official seal.

Signature

Allen O. King



OFFICIAL SEAL
ALLEN O KING
NOTARY PUBLIC - CALIFORNIA
LOS ANGELES COUNTY
My comm. expires JUN 18, 1985

Name (Typed or Printed)

(This area for official notarial seal)

at the instrument is executed the title being conveyed, and the parties are

disclosed by instrument recorded October 6, 1958 in Book 304 at page 390, Deed Records.

(Affects SW $\frac{1}{4}$ Sec 33, Twp 36 S, R 12 EWM)

4. Excepting, as recorded in Warranty Deed M-69 at page 10597, recorded December 22, 1979, "the right to use jointly with others that certain roadway for the purpose of ingress to and egress from the adjacent land located in Sec. 32, by existing roads from the Klamath Falls-Lakeview Highway, through Sec 29 and Sections 22, 27, 28 and 33, Twp 36 S, R 12 EWM."

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

Dated : November 24, 1969

Recorded : April 2, 1971

Book: M-71 Page: 2743

For : Joint user roadway

(Affects SW $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, W $\frac{1}{2}$ SE $\frac{1}{4}$, W $\frac{1}{2}$ E $\frac{1}{2}$ SE $\frac{1}{4}$ Sec 28 and E $\frac{1}{2}$, SW $\frac{1}{4}$ Sec 33 Twp 36 S, R 12 EWM)

6. Memorandum of Contract, including the terms and provisions thereof

Dated : March 12, 1979

Recorded : March 12, 1979

Book: M-79 Page: 5518

Vendor : John M. Schoonover

Vendee : W. Erle Hewitt and Lucy O. Hewitt, and Russell

Lee Strnad and Julie E. Strnad, which contract

Buyer herein agrees to assume and pay, and Buyer agrees to hold Sellers harmless therefrom. The present unpaid principal balance is \$4,093.86 with interest paid to 8-20-81.

7. 1981-82 taxes, a lien in an amount to be determined, but not yet payable.

State of OREGON: COUNTY OF KLAMATH: ss.

I hereby certify that the within instrument was received and filed for record on the

11th day of September A.D., 1981 at 3:49 o'clock P. M., and duly recorded in

Vol M-81 of Deeds on page 16207.

Fee \$8.00

EVELYN BIEHN

COUNTY CLERK

By *Warren A. Jones* deputy