

4571 THIS IS A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, SEEK COMPETENT ADVICE"

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REAL ESTATE CONTRACT

Vol 14-8/ Page 17408

1. THIS AGREEMENT, made in duplicate this 1st day of MAY, A. D., 1980
 by and between Robert Anthony
 hereinafter designated as the Seller, and ERR + Opal Baker
 hereinafter designated as the Buyer, of SAN BERNARDINE, Calif

2. WITNESSETH: That the Seller, for the consideration herein mentioned agrees to sell and convey to the buyer, and the buyer for the consideration herein mentioned agrees to purchase the following described real property, situate in the county of KLAMATH, State of OREGON, to-wit: ADDRESS
 More particularly described as follows:

ATTACHED:

3. Said Buyer hereby agrees to enter into possession and pay for said described premises the sum of Twenty one thousand five hundred Dollars (\$21,500.00) payable at the office of Seller, his assigns or order strictly within the following times, to-wit: One thousand five hundred (\$1,500.00) cash, the receipt of which is hereby acknowledged, and the balance of \$20,000 shall be paid as follows: \$264.31 monthly payments for a period of 5 years at which time the remaining balance shall be due in full First payment due June 1, 1980

Possession of said premises shall be delivered to buyer on the 1st day of MAY, 1980

4. Said monthly payments are to be applied first to the payment of interest and second to the reduction of the principal. Interest shall be charged from MAY 1 1980 on all unpaid portions of the purchase price at the rate of TEN per cent (10%) per annum. The Buyer, at his option at anytime, may pay amounts in excess of the monthly payments upon the unpaid balance subject to the limitations of any mortgage or contract by the Buyer herein assumed, such excess to be applied either to unpaid principal or in prepayment of future installments at the election of the buyer, which election must be made at the time the excess payment is made.

5. It is understood and agreed that if the Seller accepts payment from the Buyer on this contract less than according to the terms herein mentioned, then by so doing, it will in no way alter the terms of the contract as to the forfeiture hereinafter stipulated.

6. It is understood that there presently exists an obligation against said property in favor of Certified Mortgage with an unpaid balance of \$5,000.00 as of MAY 1 1980

7. Seller represents that there are no unpaid special improvement district taxes covering improvements to said premises now in the process of being installed, or which have been completed and not paid for, outstanding against said property, except the following NONE

8. The Seller is given the option to secure, execute and maintain loans secured by said property of not to exceed the then unpaid contract balance hereunder, bearing interest at the rate of not to exceed TEN percent (10%) per annum and payable in regular monthly installments; provided that the aggregate monthly installment payments required to be made by Seller on said loans shall not be greater than each installment payment required to be made by the Buyer under this contract. When the principal due hereunder has been reduced to the amount of any such loans and mortgages the Seller agrees to convey and the Buyer agrees to accept title to the above described property subject to said loans and mortgages.

9. If the Buyer desires to exercise his right through accelerated payments under this agreement to pay off any obligations outstanding at date of this agreement against said property, it shall be the Buyer's obligation to assume and pay any penalty which may be required on prepayment of said prior obligations. Prepayment penalties in respect to obligations against said property incurred by seller, after date of this agreement, shall be paid by seller unless said obligations are assumed or approved by buyer.

10. The Buyer agrees upon written request of the Seller to make application to a reliable lender for a loan of such amount as can be secured under the regulations of said lender and hereby agrees to apply any amount so re-

ceived upon the purchase price above mentioned, and to execute the papers required and pay one-half the expenses necessary in obtaining said loan, the Seller agreeing to pay the other one-half, provided however, that the monthly payments and interest rate required, shall not exceed the monthly payments and interest rate as outlined above.

11. The Buyer agrees to pay all taxes and assessments of every kind and nature which are or which may be assessed and which may become due on these premises during the life of this agreement. The Seller hereby covenants and agrees that there are no assessments against said premises except the following:

None

The Seller further covenants and agrees that he will not default in the payment of his obligations against said property.

12. The Buyer agrees to pay the general taxes after *May 1 1980*

13. The Buyer further agrees to keep all insurable buildings and improvements on said premises insured in a company acceptable to the Seller in the amount of not less than the unpaid balance on this contract, or \$2500⁰⁰ and to assign said insurance to the Seller as his interests may appear and to deliver the insurance policy to him.

14. In the event the Buyer shall default in the payment of any special or general taxes, assessments or insurance premiums as herein provided, the Seller may, at his option, pay said taxes, assessments and insurance premiums or either of them, and if Seller elects so to do, then the Buyer agrees to repay the Seller upon demand, all such sums so advanced and paid by him, together with interest thereon from date of payment of said sums at the rate of 4% of one percent per month until paid.

15. Buyer agrees that he will not commit or suffer to be committed any waste, spoil, or destruction in or upon said premises, and that he will maintain said premises in good condition.

16. In the event of a failure to comply with the terms hereof by the Buyer, or upon failure of the Buyer to make any payment or payments when the same shall become due, or within *SIXTY* days thereafter, the Seller's remedy shall be that Seller shall have the right, upon failure of the Buyer to remedy the default within five days after written notice, to be released from all obligations in law and in equity to convey said property, and all payments which have been made theretofore on this contract by the Buyer, shall be forfeited to the Seller as liquidated damages for the non-performance of the contract, and the Buyer agrees that the Seller may re-enter and take possession of said premises without legal processes as in its first and former estate, together with all improvements and additions made by the Buyer thereon, and the said additions and improvements shall remain with the land become the property of the Seller, the Buyer becoming at once a tenant at will of the Seller.

17. It is agreed that time is the essence of this agreement.

18. In the event there are any liens or encumbrances against said premises other than those herein provided for or referred to, or in the event any liens or encumbrances other than herein provided for shall hereafter accrue against the same by acts or neglect of the Seller, then the Buyer may, at his option, pay and discharge the same and receive credit on the amount then remaining due hereunder in the amount of any such payment or payments and thereafter the payments herein provided to be made, may, at the option of the Buyer, be suspended until such time as such suspended payments shall equal any sums advanced as aforesaid.

19. The Seller on receiving the payments herein reserved to be paid at the time and in the manner above mentioned agrees to execute and deliver to the Buyer or assigns, a good and sufficient warranty deed conveying the title to the above described premises free and clear of all encumbrances except as herein mentioned and except as may have accrued by or through the acts or neglect of the Buyer, and to furnish at his expense, a policy of title insurance in the amount of the purchase price or at the option of the Seller, an abstract brought to date at time of sale or at any time during the term of this agreement, or at time of delivery of deed, at the option of Buyer.

20. It is hereby expressly understood and agreed by the parties hereto that the Buyer accepts the said property in its present condition and that there are no representations, covenants, or agreements between the parties hereto with reference to said property except as herein specifically set forth or attached hereto

No Exceptions

21. The Buyer and Seller each agree that should they default in any of the covenants or agreements contained herein, that the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, which may arise or accrue from enforcing this agreement, and obtaining possession of the premises covered hereby.

22. It is understood that the stipulations aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the respective parties hereto.

IN WITNESS WHEREOF, the said parties to this agreement have hereunto signed their names, the day and year first above written.

Signed in the presence of

W. C. Baker

Robert C. Baker
Seller

W. C. Baker
W. C. Baker
Buyer

STATE OF OREGON; COUNTY OF KLAMATH; ss.

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

18th day of September A.D., 1981 at 2:36 o'clock P. M., and duly recorded in

Vol M-81 of Deeds

W. C. Baker & Robert C. Baker - R.C. Baker 108. Chelapum On 97624

17410

Parcel 1:

Re Q.B. DmB
The following described real property is situated in Klamath County, Oregon, being more particularly described as follows:

From the NW corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 27, Township 35 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, Easterly along North line of said NW $\frac{1}{4}$ of SW $\frac{1}{4}$ 330 feet to the point of beginning; thence South and parallel with Section line of said Section 27, 132 feet to an iron pin; thence Easterly and parallel with North line of NW $\frac{1}{4}$ of SW $\frac{1}{4}$, 198 feet to an iron pin; thence North and parallel with Section line of said Section 27, 132 feet to an iron pin; thence Westerly 198 feet to the point of beginning.

Parcel 2:

A portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ of Sec. 27, Township 35 S. R. 7 E., Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at the one-quarter common to Sections 27 and 28, said Township and Range; Thence East, parallel with the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 330.0 feet; thence South parallel with the West line of said Sec. 27, a distance of 132.0 feet; thence West, parallel with the South line of said NW $\frac{1}{4}$ SW $\frac{1}{4}$, a distance of 330.0 feet to the West line of said Sec. 27; thence North, along said West line, a distance of 132.0 feet to the point of beginning.

Note: It is further stipulated by Lester Tolman and Roberta Tolman that they have agreed with James E. Rogers and Cora Rogers, from whom they purchased said property that the said $\frac{1}{4}$ corner of Sec. 27, Township S. R. and 7 E. W. M. is the corner surveyed and found by Lyle Smith, Registered surveyor of Oregon, No. 290, this survey is on record in Klamath County, Oregon, this $\frac{1}{4}$ corner is further agreed on by Lester Tolman and Roberta Tolman, husband and wife and Joe Dumore and Norine Dumore, husband and wife.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of _____

this 1st day of October A. D. 19 81 at 2:24 o'clock P. M., and

duly recorded in Vol. M-81, of Deeds _____ on file 17408

Fee \$12.00

By *[Signature]* EVELYN BEHN, County Clerk.
[Signature]

Return to:
J. O. Baker
opac m Baker
Star Rt. 1 - Box 10F
Chiloquin, Oregon 97624