

TN

6254

THIS CONTRACT, Made this  
BRADFORD W. KALITA

day of

November

1981



and ROBERT E. SMITH and ALICE V. SMITH, husband and wife, 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:

A parcel of land situated in the SE $\frac{1}{4}$  of Section 10, Township 34 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon being more particularly described as follows:

Beginning at a 5/8" iron pin on the North-South centerline of said Section 10, said point of beginning also being on the Northwestern right of way of the Head of the Williamson Road, from which the S $\frac{1}{4}$  corner of said Section 10 bears South 00° 13' 18" East 744.68 feet, thence from said point of beginning North 00° 13' 18" West along the North-South centerline of said Section 10 693.50 feet to a point, thence South 41° 42' 22" East 598.41 feet to a point on the Northwestern right of way of the Head of the Williamson Road, thence along the arc of a 1382.40 feet radius curve to the right and along the Northwestern right of way of said Head of the Williamson Road (Delta = 12° 55' 00", Chord = 310.97 feet) 311.65 feet to a 5/8" iron pin, thence continuing South 62° 20' 33" West along the Northwestern right of way of said Head of the Williamson Road, 155.78 feet to the point of beginning.

SUBJECT, however, to the following:  
1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.  
(for continuation, see reverse side)

for the sum of Eight Thousand and 00/100 Dollars (\$8,000.00) (hereinafter called the purchase price) on account of which Two Thousand and 00/100 Dollars (\$2,000.00) 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: \$6,000.00) to the order of the seller in monthly payments of not less than Eighty and 00/100 Dollars (\$80.00) each,

payable on the 6th day of each month hereafter beginning with the month of December, 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 ten per cent per annum from 11-6-1981 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 an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on 19 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 \$ 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.

The seller agrees that at his expense and within 10 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, the 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. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

Bradford W. Kalita

P.O. Box 181

Chiloquin, OR 97624

SELLER'S NAME AND ADDRESS

Robert E. &amp; Alice V. Smith

414 N. Tonopah Avenue

La Puente, CA 91744

BUYER'S NAME AND ADDRESS

After recording return to:

Mountain Title Company

407 Main Street

Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

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

Robert E. &amp; Alice V. Smith

414 N. Tonopah Avenue

La Puente, CA 91744

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

SS.

I certify that the within instrument was received for record on the day of 1981,

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

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 hereunder shall utterly cease and de- equify, and the right of re-entry, or any other act of said seller to be performed and perfectly as if this contract and the agreed and reasonable rent of said seller without any account of the purchase made properly on this contract as absolutely, fully and to be retained by, or at any time thereafter, to enter upon the moneys paid on account of such default, all payments theretofore made on this contract as absolutely, fully and to be retained by, or at any time thereafter, to enter upon the case of such default, all payments theretofore made on this contract as absolutely, fully and to be retained by, or at any time thereafter, to enter upon the premises up to the time of such default, and take immediate possession thereof, together with all the improvements and appurtenances thereon or thereto belonging to 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 provision hereof, or as a waiver of the provision itself.

[illegible][illegible]

IN WITNESS WHEREOF, said parties have executed this instrument, the day and date first above written.

\_\_\_\_\_  
William K. Kalita, attorney in fact for  
Bradford W. Kalita

\_\_\_\_\_  
Bradford W. Kalita

STATE OF OREGON, County of \_\_\_\_\_, 19\_\_\_\_.

NOTE—ING SOME  
STATE OF OREGON,

County of \_\_\_\_\_

County of 11-3, 198  
 Personally appeared the above named  
K. Kalita

and acknowledged the foregoing instru-  
ment to be his voluntary act and deed

(OFFICIAL  
SEAL)

Notary Public for Oregon  
My commission expires

Notary Public for Oregon  
My commission expires:

(OFFICIAL SEAL) Notary Public for Oregon  
My commission expires 7/13/85

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)

and provisions thereof,

is executed and instruments," or a member of the public. Such instruments, and the parties thereto, are bound thereby.

ORS 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine not exceeding \$1000.

(DESCRIPTION CONTINUED)

2. Real Estate Contract, including the terms and provisions thereof,  
January 31, 1980  
January 15, 1980  
Records of Klamath County, Oregon

2. Real Estate Contract, including, the  
Dated: January 31, 1980  
Recorded: February 15, 1980  
Volume: M80, page 3057, Microfilm Records of Klamath County, Oregon  
Vendor: Doris M. Starnes  
Vendee: Bradford W. Kalita  
which buyers herein do not assume and agree to pay, and sellers further covenant to and with  
buyers 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 real estate will be released from  
the lien of said contract upon payment of this contract in full.  
for Easement, including the terms and provisions thereof,  
Oregon

3. Agreement for Easement, including:  
 Dated: August 5, 1980  
 Recorded: August 7, 1980  
 Volume: M80, page 14716, Microfilm Records of Klamath County, Oregon  
 In favor of: William K. Kalita  
 For: Roadway 30' feet in width.

For: Robert C. [illegible]

19461

Form 3001—(Individual) First American Title Company

STATE OF CALIFORNIA

COUNTY OF Los Angeles } ss.

On November 1, 1981, before me, the undersigned, a Notary Public in and for

said State, personally appeared ROBERT E. SMITH AND  
ALICE V. SMITH

known to me to be the person S whose name S

subscribed to the within instrument and acknowledged to me

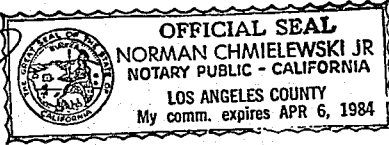
that THEY executed the same.

WITNESS my hand and official seal.

Signature [Signature]

Norman Chmielewski Jr

Name (Typed or Printed)



(This area for official notarial seal)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record at request of Mountain Title Co.

this 9th day of November A.D. 19 81 at 9:40 o'clock A.M., and

duly recorded in Vol. M81, of Deeds on page 19459

By [Signature] EVELYN BIEHN, County Clerk

Fee \$12.00