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6642

CONTRACT—REAL ESTATE

20158



THIS CONTRACT, Made this 10th day of November, 1981, between  
Scott Edward Harris and Marianne E. Harris, husband and wife,

hereinafter called the seller,  
and Diana Lee Deaton and Kay Ellen Kirkpatrick, each an undivided one-  
half interest, as tenants in common, 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 all of the following described lands  
and premises situated in Klamath County, State of Oregon, to-wit:

Lot 6, Block 10, FIRST ADDITION TO KENO WHISPERING PINES, according  
to the official plat thereof on file in the office of the County  
Clerk of Klamath County, Oregon.

Subject, however, to the following:

1. Conditions and restrictions, but omitting restrictions, if any,  
based on race, color, religion or national origin, imposed by instrument,  
including the terms and provisions thereof, recorded August 29, 1968  
in Volume M68, page 7828, Microfilm Records of Klamath County, Oregon.  
2. A 100 foot building setback line from Whispering Pines Drive, as  
shown on dedicated plat.

3. Restrictions contained in plat dedication, to-wit:

"(1) A building setback line and any easement or right of way of  
record and further restrictions as shown in the recorded protective  
covenants."

4. Agreement, including the terms and provisions thereof,

Dated: November 25, 1978

Recorded: December 4, 1978

Volume: M78, page 27195, Microfilm Records of Klamath County,  
Oregon

Vendor: Edwin W. Maher and Patricia R. Maher, husband and wife  
(for continuation of this contract see reverse side of this document)

for the sum of Twenty-two Thousand Nine Hundred and No/100ths Dollars (\$22,900.00.)  
(hereinafter called the purchase price) on account of which Four Thousand Five Hundred Eighty  
Dollars (\$4,580.00.) 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: \$18,320.00) to the order of  
the seller in monthly payments of not less than TWO HUNDRED FORTY-SEVEN and 38/100ths-----  
Dollars (\$247.38) each, or more, prepayment without penalty,

payable on the 10th 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 de-  
ferred balances of said purchase price shall bear interest at the rate of 10 1/2 per cent per annum from  
November 10th, 1981 until paid, interest to be paid monthly and \* in addition to 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.

November 15, 1981

The buyer shall be entitled to possession of said lands on November 15, 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

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  
in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer; and the buyer shall pay any and all  
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 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-  
suring (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  
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 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,  
at 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. 1309 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

Scott Edward Harris and Marianne E. Harris

P.O. Box 272

Keno, Oregon 97627

SELLER'S NAME AND ADDRESS

Diana Lee Deaton and Kay Ellen Kirkpatrick

18185 Aztec Court

Fountain Valley, Ca. 92708

BUYER'S NAME AND ADDRESS

After recording return to:

MOUNTAIN TITLE COMPANY

NAME, ADDRESS, ZIP

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

PER BUYER

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of \_\_\_\_\_ ss.

I certify that the within instru-  
ment 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

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 for (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 terminate 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 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 \$ 22,900.00. (However, the actual consideration consists of the value of the property transferred, less the value of the consideration indicated which is \$ )

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 judgment or decree of such trial court, 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.

Scott Edward Harris  
Marianne E. Harris  
Marianne E. Harris

Diana Lee Deaton  
Kay Ellen Kirkpatrick  
Diana Lee Deaton  
Kay Ellen Kirkpatrick

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

STATE OF OREGON  
County of Klamath  
November 12, 1981  
Personally appeared the above named  
Scott Edward Harris and Marianne  
E. Harris, husband and wife,  
and acknowledged the foregoing instru-  
ment to be their voluntary act and deed.

STATE OF CALIFORNIA  
County of Orange  
November 12, 1981  
Personally appeared the above named  
Diana Lee Deaton and Kay Ellen Kirkpatrick,  
and acknowledged the foregoing instrument  
to be their voluntary act and deed.

Before me:  
(OFFICIAL SEAL) Luella Deaton  
NOTARY PUBLIC - CALIFORNIA  
ORANGE COUNTY (OFFICIAL SEAL)  
My comm. expires OCT 9, 1985  
Notary Public for Oregon  
My commission expires 11/13/85

Before me:  
Luella Deaton  
Notary Public for  
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)

Vendee: Scott Edward Harris and Marianne E. Harris, husband and wife, which Buyers herein do not assume and agree to pay, and Sellers further covenant to and with Buyers that the said prior Agreement shall be paid in full prior to, or at the time this contract is fully paid and that said above described real property will be released from the lien of said contract upon payment in full of this contract.

5. Taxes for the fiscal year 1981-1982, due and payable.

It is further agreed by and between the parties hereto that the taxes and fire insurance are the Buyers' obligation herein and the Buyers agree to furnish Sellers with proof of payment for taxes and fire insurance each year hereafter.

THE ENTIRE AMOUNT OF PRINCIPAL AND INTEREST DUE ON OR BEFORE NOVEMBER 15, 1996/ 1988.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

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

this 19 day of November A.D. 1981 at 8:49 o'clock A M

duly recorded in Vol. M 81, of Deeds on a 20158

Fee \$8.00

By Evelyn Biehn  
EVELYN BIEHN, Clerk

S.D.D.  
K.E.K.  
SEH  
MEH