

IN

6978

CONTRACT—REAL ESTATE

THIS CONTRACT, Made this 30th day of November 1981, between Mary J. Hunziker

and Ronald P. Beerman and Sandra L. Beerman, 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:

Lot 2, Block 2, RIVERVIEW SECOND ADDITION, in the County of Klamath, State of Oregon.

Subject, however, to the following:

1. Regulations, including levies, liens and utility assessments of the City of Klamath Falls.
2. Subject to the requirements and provisions of ORS Chapter 481, pertaining to the registration and transfer of ownership of a mobile home, and any interests or liens disclosed thereby.
3. Contract, including the terms and provisions thereof,

Dated : April 8, 1975  
Recorded : April 9, 1975 Book: M-75 Page: 3784  
Vendor : Frank P. Freeland and Bonnie M. Freeland husband and wife

Vendee : Mary J. Hunziker, which Buyers herein do not assume and agree to pay, and Seller further covenants 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 property will be released from the lien of said contract upon payment in full of this contract;

for the sum of Fifteen Thousand and No/100ths Dollars (\$15,000.00) (hereinafter called the purchase price) on account of which One Thousand Five Hundred and No/100ths Dollars (\$1,500.00) 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: \$13,500.00) to the order of the seller in monthly payments of not less than TWO HUNDRED FIVE AND NO/100ths Dollars (\$ 205.00) each, or more, prepayment without penalty

payable on the 30th 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 10% per cent per annum from November 30, 1981 until paid, interest to be paid monthly and \* 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.

The Buyer shall be entitled to possession of said lands on November 30, 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 stop 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 fire or damage by fire (with extended coverage) in an amount not less than full insurable value; 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 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 encumbrances 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 covenants 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-Neess Form No. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Neess Form No. 1307 or similar.

SELLER'S NAME AND ADDRESS

BUYER'S NAME AND ADDRESS

After recording return to:

NAME, ADDRESS, ZIP

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

Mr. & Mrs. Ronald P. Beerman  
2036 Autumn  
Klamath Falls OR 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of Klamath

I, SS. certify that the within instrument was received for record on the 1 day of November, 1981, at 10:00 A.M. and recorded in book /vol/ 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.

TITLE

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 10 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 down 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 interests created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and de- termine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and be vested 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.

TOGETHER WITH: Mobile Home described as 1953 ABC, 10' by 45', Serial No. 9307.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 15,000.00. However, the actual consideration consists of the following: ~~the purchase price of the mobile home and the purchase price of the land on which the mobile home is situated.~~

In case suit or action is instituted to enforce 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 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 contest 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 imposed 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 under- signed is a corporation, it has caused its corporate name to be signed and its corporate seal affixed hereto by its of- ficers duly authorized thereunto by order of its board of directors.

*Mary J. Hunziker*  
Mary J. Hunziker

*Ronald P. Beerman*  
Ronald P. Beerman  
*Sandra L. Beerman*  
Sandra L. Beerman

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

STATE OF OREGON, )  
County of Klamath ) ss.  
November 30 12th 1981  
Personally appeared the above named  
Mary J. Hunziker, Ronald P.  
Beerman and Sandra L. Beerman

STATE OF OREGON, County of \_\_\_\_\_ ) ss.  
Personally appeared \_\_\_\_\_, 19\_\_\_\_, \_\_\_\_\_  
and \_\_\_\_\_  
each for himself and not one for the other, did say that the former is the  
w/o, being duly sworn,  
president and that the latter is the  
secretary of \_\_\_\_\_

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

and that the seal affixed to the foregoing instrument is the corporate seal  
of said corporation and that said instrument was signed and sealed in be-  
half of said corporation by authority of its board of directors; and each of  
them acknowledged said instrument to be its voluntary act and deed.  
Before me:

Before me:  
(OFFICIAL SEAL)  
*Barbara P. Aldington*  
Notary Public for Oregon  
My commission expires 3-22-85

Notary Public for Oregon  
My commission expires: (SEAL)

ORS 93.035 (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 con- veyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyor not later than 15 days after the instrument is executed and the par- ties are bound thereby.

ORS 93.990(3) Violation of ORS 93.035 is punishable, upon conviction, by a fine of not more than \$100.

Buyers herein specifically agree to pay the full contract balance on or before December 30, 1989. (DESCRIPTION CONTINUED)

Buyers herein further agree to pay all future taxes on said mobile home which shall become a lien against said property. Seller shall be responsible for any taxes or liens up to and including November 30, 1981, that may be due and payable on said mobile home.

Seller agrees to supply Buyers with a clear title to the mobile home when this contract is paid in full.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ~~XXXXXXXX~~

this 1 day of December 4, D. 1981 at 3:43 o'clock P. M.

duly recorded in Vol. M 81 of Deeds on 12-1-81 20702

Fee \$8.00

By *Joyce McCreary*  
EVELYN BEHN, County Clerk