

14005
14083

CONTRACT—REAL ESTATE

Vol. 182 Page 9783

9643

THIS CONTRACT, Made this 26th day of January, 1978, between John M. Schoonover and Arba Faye Schoonover, husband and wife

and Lawrence Lee Marsh and Karla M. Marsh, husband and wife as to an und. 1/2 int. & Ruth H. Ike as to an undivided 1/2 interest, hereinafter called the seller, 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:

Lands located in Section 11 and 14 TWP34S R7E W.M. 390 acres M or L.

Described more fully on attached sheet and made a part hereof by reference

Subject to existing road and easement to Sellers remaining property on

the North. Subject to restrictions and reservations of record. Subject

to encumbrances of record as listed on Transamerica Title Policy #38-13617

Seller hold buyers harmless of noted encumbrances. Subject to release

clauses on attached sheet and made a part hereof by reference.

See attached sheets #1 and #2. (Rerecorded to correct range in above legal description.)

for the sum of One hundred fifty six thousand*****Dollars (\$156,000.00) (hereinafter called the purchase price), on account of which Twenty seven thousand***** Dollars (\$27,000.00) 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: \$129,000.00.) to the order of the seller in monthly payments of not less than Fourteen thousand***** Dollars (\$14,000.00) each, annually

payable on the 15th day of each month hereafter beginning with the month of January, 1979, 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 7.25 per cent per annum from January 15, 1978 until paid, interest to be paid annually and * being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be pro-rated 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 January 15, 1978, 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 buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's 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 \$ -0- in a company or companies satisfactory to the seller, with loss payable first to the seller and then to the buyer as their respective interests may appear 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 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 the 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. 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.

John M. Schoonover & Arba Faye Schoonover, 7740 Cannon Street, Klamath Falls, OR 97601

SELLER'S NAME AND ADDRESS

Lawrence Lee Marsh & Karla M. Marsh
Ruth H. Ike, 1024 Eucalyptus Ave.
Vista, CA 92083

BUYER'S NAME AND ADDRESS

After recording return to:

John M. Schoonover
7740 Cannon Street
Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

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

NO CHANGE

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____ } ss.

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____ on page _____ or as file/reel number _____.

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 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 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 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 \$ 156,000.00.

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.

John M. Schoonover
John M. Schoonover
Arba Faye Schoonover

Laurence Lee Marsh
Laurence Lee Marsh
Karla M. Marsh
Ruth H. Ike

STATE OF OREGON,
County of Klamath) ss.
Jan. 26, 19 78

STATE OF OREGON, County of _____) ss.
_____, 19____
Personally appeared _____ and
_____ who, being duly sworn,
each for himself and not one for the other, did say that the former is the
_____ president and that the latter is the
_____ secretary of _____

Personally appeared the above named
John M. Schoonover and Arba Faye Schoonover
and acknowledged the foregoing instru-
ment to be their voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Thomas E. Reilly III
Notary Public for Oregon
My commission expires 7-21-81

Notary Public for Oregon
My commission expires: _____ (SEAL)

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)

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO } ss.
On JAN. 30, 1978
before me,
the undersigned, a Notary Public in and for said County and State,
personally appeared Laurence Lee Marsh,
Karla M. Marsh, Ruth H. Ike,

_____ known to me
to be the person S whose name S subscribed to the
within instrument and acknowledged that they executed the
Thomas E. Reilly III

FOR NOTARY SEAL OR STAMP

OFFICIAL SEAL
THOMAS E. REILLY III
NOTARY PUBLIC CALIFORNIA
PRINCIPAL OFFICE IN
SAN DIEGO COUNTY
My Commission Expires May 25, 1980.

Misc-156 (G.S.) Ack. Individual (Rev. 9-68)
Sample

CONTRACT OF SALE

9785

9645

SHEET #1

Seller agrees to release clauses on the Southerly 180 acres depicted on map attached to Transamerica Title Report #38-13617, Parcel #3, and the Easterly 100 acres depicted on same map, Parcel #1, under the following conditions:

Upon payment of \$10,000.00 Seller will release in twenty (20) acre parcels, free and clear of all encumbrances a good and sufficient warranty deed. One half of the above noted \$10,000.00 to apply to the annual payment due in the calendar year that payment is made. Balance of said payment shall apply to the final contract payment.

Seller agrees to negotiate a release subject to approval of the Federal Land Bank when purchasers build their own individual homes in the Westerly portion of said land.

John M. Schoonover
John M. Schoonover

Arba Faye Schoonover
Arba Faye Schoonover

Lawrence Lee Marsh
Lawrence Lee Marsh

Karla M. Marsh
Karla M. Marsh

Ruth H. Ike
Ruth H. Ike

The following described real property in Klamath County, Oregon:
All in Township 34 South, Range 7 East of the Willamette Meridian:

PARCEL 1Section 11:

The SE $\frac{1}{4}$ SW $\frac{1}{4}$ EXCEPTING a tract of land more particularly described as follows: Beginning at Northwest corner of said Southeast $\frac{1}{4}$ of Southwest $\frac{1}{4}$; thence East 640 feet; thence South 800 feet; thence West 640 feet; thence North 800 feet to the point of Beginning.
 ALSO the SW $\frac{1}{4}$ SE $\frac{1}{4}$ and the W $\frac{1}{4}$ SE $\frac{1}{4}$ SE $\frac{1}{4}$

Section 14:

The N $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, The N $\frac{1}{4}$ S $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$, The N $\frac{1}{4}$ NW $\frac{1}{4}$ NE, The N $\frac{1}{4}$ S $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, The N $\frac{1}{4}$ W $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$ and the N $\frac{1}{4}$ S $\frac{1}{4}$ W $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$

PARCEL 2Section 11:

The SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of SW $\frac{1}{4}$ of SW $\frac{1}{4}$

Section 14:

The NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ of NE $\frac{1}{4}$ of NW $\frac{1}{4}$ of NW $\frac{1}{4}$..

PARCEL 3Section 11:

The S $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ EXCEPTING THEREFROM the SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ SE $\frac{1}{4}$ SW $\frac{1}{4}$ SW $\frac{1}{4}$ ALSO EXCEPTING a strip of land 60 feet in width, measured at right angles to and along the West line of Section 11, Township 34 South, Range 7 East of the Willamette Meridian, and being more particularly described as follows: Beginning at a point on the West line of said Section 11, said point being Southerly 800.00 feet from the Northwest corner of the SW $\frac{1}{4}$ SW $\frac{1}{4}$ of said Section 11; thence Southerly to the South line of said Section 11,

Section 14:

The NW $\frac{1}{4}$ NW $\frac{1}{4}$ EXCEPTING THEREFROM the NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ and the NW $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ NW $\frac{1}{4}$ ALSO EXCEPTING THEREFROM a portion of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 14, Township 34 South, Range 7 East of the Willamette Meridian, and being more particularly described as follows: Beginning at the Northwest corner of said Section 14; thence along the West line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14, to the Southwest corner thereof; thence Easterly along the South line of the NW $\frac{1}{4}$ NW $\frac{1}{4}$ of said Section 14, 660.00 feet; thence Northwesterly to a point on the North line of said Section 14, said point being 60 feet Easterly of the point of beginning; thence Westerly to the point of beginning.

ALSO INCLUDING the N $\frac{1}{4}$ NW $\frac{1}{4}$ SE $\frac{1}{4}$, The N $\frac{1}{4}$ W $\frac{1}{4}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$, The N $\frac{1}{4}$ NE $\frac{1}{4}$ SW $\frac{1}{4}$, The SE $\frac{1}{4}$ NW $\frac{1}{4}$, The SW $\frac{1}{4}$ NE $\frac{1}{4}$, The W $\frac{1}{4}$ SE $\frac{1}{4}$ NE $\frac{1}{4}$, The S $\frac{1}{4}$ S $\frac{1}{4}$ NW $\frac{1}{4}$ NE $\frac{1}{4}$, The S $\frac{1}{4}$ S $\frac{1}{4}$ W $\frac{1}{4}$ NE $\frac{1}{4}$ NE $\frac{1}{4}$, and the S $\frac{1}{4}$ S $\frac{1}{4}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$.

STATE OF OREGON: COUNTY OF KLAMATH :ss

I hereby certify that the within instrument was received and filed for record on the 28 day of July A.D., 19 82 at 9:03 o'clock A M, and duly recorded in Vol M82, of Deeds on page 9643.

Fee \$ 16.00

EVELYN BIEHN COUNTY CLERK

by [Signature] Deputy

STATE OF OREGON; COUNTY OF KLAMATH:ss

I hereby certify that the within instrument was received and filed for record on the 30th day of July A.D., 19 82 at 11:24 o'clock A M and duly recorded in Vol M82, of Deeds on page 9783

FEE \$ 15.00

EVELYN BIEHN COUNTY CLERK

by [Signature] Deputy