

CONTRACT—REAL ESTATE

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14103

THIS CONTRACT, Made this

16th day of

July

1982, between

Lon Weston Gehrman and Lynne Louise Gehrman, now known as Lynne Louise Blake,

and Patrick Michael Pardy,

hereinafter called the seller,
hereinafter called the buyer,
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 8 in Block 1, TRACT 1118, according to the official plat thereof
on file in the office of the County Clerk of Klamath County, Oregon,
EXCEPTING THEREFROM the South 507 feet thereof.

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.
2. Rights of the public and of governmental bodies in and to that portion of the herein described premises lying below the high water mark of the Sprague River and the ownership of the State of Oregon in and to that portion lying below the high water mark thereof.
3. Reservation of all subsurface rights, except water, to the heirs of Clarence Cowen, their heirs and assigns under the terms approved by the Secretary of the Interior, March 25, 1946, pursuant to said Act, as reserved in the Patent to Henry G. Wolff, recorded October 25, 1955 in Volume 279, page 80, Deed Records of Klamath County, Oregon (Affects the SE 1/4 of Section 36).
4. Recitals as contained in Land Status Reports recorded December 15, 1958, in Volume 307, page 481, Deed Records of Klamath County, Oregon, recorded January 18, 1959 in Volume

(see reverse)
for the sum of TWENTY FOUR THOUSAND TWO HUNDRED DOLLARS and no/100ths Dollars (\$24,200.00)
(hereinafter called the purchase price) on account of which ONE THOUSAND SEVEN HUNDRED and No/100ths
Dollars (\$1,700.00) 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: \$22,500.00) to the order of
the seller in monthly payments of not less than TWO HUNDRED FORTY ONE DOLLARS and 79/100ths
Dollars (\$241.79) each, or more, prepayment without penalty.payable on the 2nd day of each month hereafter beginning with the month of September, 1982,
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 per cent per annum from
August 2, 1982 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.
(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 closing, 1982, 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, 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
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 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
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 seller is a creditor,
or 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.Lon Weston Gehrman & Lynne Louise Blake
3533 Lorelei Street
Lakewood, CA 90712
SELLER'S NAME AND ADDRESSPatrick Michael Pardy
P.O. Box 786
Chiloquin, OR 97601
BUYER'S NAME AND ADDRESS

After recording return to:

Mountain Title Company
407 Main Street
Klamath Falls, Oregon 97601
NAME, ADDRESS, ZIPUntil a change is requested all tax statements shall be sent to the following address:
Same as Buyer

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

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/or (4) to foreclose this contract by suit in equity, and in any of such cases, all rights and interests 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 as absolutely, fully and perfectly as if this contract and such payments had never been made; and in the case of such default all payments therefor made on this contract are to be retained by and belong to said seller as the agreed and reasonable rent of or thereon 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 thereon 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 \$ 24,200.00. ~~However, the actual consideration consists of the property or value given or promised which is part of the consideration (indicate which).~~ 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 that generally all grammatical changes 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 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.

Weston Gehrman
Weston Gehrman
Lynne Louise Gehrman
Lynne Louise Gehrman aka Lynne Louise Blake
Lynne Louise Blake aka Lynne Louise Gehrman

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

STATE OF OREGON,

County of _____, 19 82.

Personally appeared the above named *Lon Weston Gehrman, Lynne Louise Blake (aka Lynne Louise Gehrman), and Patrick Michael Pardy* and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:

(OFFICIAL SEAL)

Notary Public for Oregon
My commission expires _____

STATE OF OREGON, County of Klamath, 19 82.
July 30.

Personally appeared *ROBERT LOPEZ* as attorney-in-fact for *PATRICK MICHAEL PARDY* who, being duly sworn, acknowledged said instrument to be his voluntary act and deed.

Notary Public for Oregon
My commission expires 6/19/83

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 conveyer of the title to be conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer 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)

308 at page 529, Deed Records of Klamath County, Oregon, and recorded January 19, 1959 in Volume 308 at page 699, Deed Records of Klamath County, Oregon, to wit:
"The above described property is subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record; and there is hereby reserved any and all roads, trails, telephone lines, etc., actually constructed by the United States, with the rights of the United States to maintain, operate, or improve the same, so long as needed or used for or by the United States. (Dept. Instr., January 13, 1916, 44 L.D. 513)"

5. Right of way for pole and wire lines and other facilities for the transmission and distribution of electricity and incidentals, 15 feet wide, as conveyed to the California Oregon Power Company by Deeds recorded November 9, 1961, in Volume 333, page 561, and in Volume 333, page 563, all Deed Records of Klamath County, Oregon. (General location)

6. Recital in the Deed from the United States of America recorded April 23, 1976, in Volume M76, page 6028, Microfilm Records of Klamath County, Oregon, to wit:
"Title to the above described property is conveyed subject to any existing easements for public roads and highways, for public utilities, and for railroads and pipe lines and for any other easements or rights of way of record."

7. Reservations of all subsurface rights, except water in trust, for the heirs of Mollie Weeks, deceased Klamath Allottee No. 618, as reserved in the Deed from the United States of America, recorded April 2, 1976 in Volume M76, page 6028, Microfilm Records of Klamath County, Oregon. (Affects the South ½ of NE¼ of Section 36).

8. Covenants, conditions, restrictions and easements, but omitting restrictions, if any, based on race, color, religion, or national origin, imposed by instrument, including the terms and provisions thereof, recorded July 1, 1976, in Volume M76, page 10037, Microfilm Records of Klamath County, Oregon, as follows:

(see attachment)

"(1) Reserving to Henry Wolff, Gerald Wolff, Gerry Warren Wolff, and Eric Wolff, hunting and fishing rights on the above described real property; (2) Reserving a right of ingress and egress upon and across the above described property for the purposes of keeping and maintaining the irrigation ditches located on said real property, and construction of same; (3) Reserving to Henry & Gerald Wolff Ranch, Inc., one-half of all mineral rights located on said property."

9. Reservations and restrictions as contained in plat dedication, to wit:

"(1) A non-exclusive public easement, for ingress and egress as shown on the annexed map, (2) All residences built must conform to flood plain requirements as shown by the apparent high water line on the annexed map, (3) A 75 foot building set back line along said lot lines, (4) All easements and reservations of record and additional restrictions as provided in any recorded protective covenants."

10. Real Estate Contract, including the terms and provisions thereof,
Dated: June 13, 1977
Recorded: June 17, 1977
Volume: M77, page 10740, Microfilm Records of Klamath County, Oregon
Vendor: Henry and Gerald Wolff Ranch, Inc., an Oregon corporation
Vendee: Charles S. Snyder and Josephine L. Snyder
(Affects all of Lot 8)

11. Subject to roadway easement along Northerly and Easterly lot lines as shown on dedicated plat.

12. Real Estate Contract, including the terms and provisions thereof,
Dated: September 12, 1977
Recorded: September 12, 1977
Volume: M77, page 16983, Microfilm Records of Klamath County, Oregon
Vendor: Charles S. Snyder and Josephine L. Snyder, husband and wife
Vendee: Lane Weston Gehrman

The Vendee's interest of Lane Weston Gehrman, deceased, was awarded to Lon Weston Gehrman and Lynne Louise Gehrman, by Klamath County Probate File No. 81-12, Circuit Court Records of Klamath County, Oregon.

13. Telephone Line Right of Way Easement, including the terms and provisions thereof,
Dated: March 14, 1980
Recorded: September 25, 1980
Volume: M80, page 18404, Microfilm Records of Klamath County, Oregon
In favor of: Telephone Utilities of Eastern Oregon, an Oregon corporation.

The Buyer does not agree to assume and pay the above exceptions #10 and #12, and the Seller agrees to hold the Buyer harmless therefrom.

This Contract of Sale shall be deposited to escrow collection at Mountain Title Company Inc., 407 Main, Klamath Falls, Oregon. Payments from the Buyer shall first pay Exception #12 described above and the balance shall be paid directly to the Seller.

STATE OF CALIFORNIA

COUNTY OF LOS ANGELES } SS.

On JULY 16, 1982 before me, the undersigned, a Notary Public in and for said State, personally appeared LOU WESTON GEHRMAN & LYNNE LOUISE GEHRMAN AKA LYNNE LOUISE BLAKE

known to me to be the person S whose name S ARE subscribed to the within instrument and acknowledged that THEY executed the same.

WITNESS my hand and official seal.

Signature

Clayton B. Hogenson



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

9:50

this 2 day of August A.D. 19 82 at o'clock AM., and duly recorded in Vol. M82, of Deeds on page 9809

Fee \$12.00

EVELYN BIEHN, County Clerk

By Joyce McPherson