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THIS CONTRACT, Made the 1st day of July, 1982, between  
 Guenter L. Schoener and Erika J. Schoener, Husband & Wife  
 544 Mansfield Street, Springfield, Oregon 97477  
 of the County of Lane and State of Oregon, hereinafter called  
 the first party, and William Keefe & Lauren A. Keefe  
 5812 20th Ave. S.E., Lacey Washington 98503  
 of the County of Washington and State of Washington, hereinafter called the second party,  
 WITNESSETH, That in consideration of the stipulations herein contained and the payments to be made  
 as hereinafter specified, the first party hereby agrees to sell, and the second party agrees to purchase, the follow-  
 ing described real estate, situate in the County of Klamath, State of Oregon, to-wit:

Lot 28, Block 1, Leisure Woods Subdivision, Tract 1074,  
 as platted on the file in the Klamath County Courthouse,  
 Klamath Falls, Oregon

Condition, Restriction and Easement of Record

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for the sum of eight thousand fivehundred Dollars (\$ 8500.00 )  
 on account of which less earnest money received Dollars (\$ 500.00 )  
 is paid on the execution hereof (the receipt of which is hereby acknowledged by the first party), and the re-  
 mainder to be paid to the order of the first party with interest at the rate of \_\_\_\_\_ per cent per annum from  
 \_\_\_\_\_, 19\_\_\_\_\_, on the dates and in amounts as follows:

paid in full  
 (upon receipt of check)

The buyer (also called second party) 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.

Taxes for the current tax year shall be prorated between the parties hereto as of the date of this contract. The second party, in consideration of the premises, hereby agrees to pay all taxes hereafter levied and all public and municipal liens and assessments hereafter lawfully imposed upon said premises, all promptly and before the same or any part thereof become past due, that he will keep all buildings now or hereafter erected on said premises insured in favor of the first party against loss or damage by fire (with extended coverage) in an amount not less than \$

in a company or companies satisfactory to first party, and will have all policies of insurance on said premises made payable to the first party as first party's interest may appear and will deliver all policies of insurance on said premises to the first party as soon as insured. All improvements placed thereon shall remain, and shall not be removed before final payment be made for said above described premises.

In case the second party or those claiming under him, shall pay the several sums of money aforesaid, punctually and at the times above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the true intent and tenor thereof, then the first party shall deliver unto the order of the second party, upon the surrender of this agreement, a title insurance policy insuring title as of this or subsequent date and a good and sufficient deed of conveyance, conveying said premises in fee simple, free and clear of encumbrances, excepting, however, the above mentioned taxes and assessments

and all liens and encumbrances created by the second party, or second party's assigns.

But in case the second party shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above specified, or fail to keep any of the other terms or conditions of this agreement, time of payment and strict performance being declared to be of the essence of this agreement, then the first party 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 and/or (3) to foreclose this contract by suit in equity, and in any of such cases, all the right and interest hereby created or then existing in favor of the second party derived under this agreement, shall utterly cease and determine, and the premises aforesaid shall revert and reversion in the first party without any declaration of forfeiture or act of re-entry, or without any other act by first party to be performed and without any right of the second party of reclamation or compensation for money paid or for improvements made as absolutely fully and perfectly as if this agreement had never been made.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ \_\_\_\_\_. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which) ①

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions thereof, second party agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff in said suit or action and if an appeal is taken from any judgment or decree of such trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

The second party further agrees that failure by the first party at any time to require performance by the second party of any provision hereof shall in no way affect first party's right hereunder to enforce the same, nor shall any waiver by said first party of any breach of any provision hereof be held to be a waiver of any succeeding breach thereof or as a waiver of the provision itself.

In construing this contract, it is understood that the first party or the second party may be more than one person; 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; 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.

Guenter L. Schoener  
 Erika J. Schoener

William D. Keefe  
 Lauren A. Keefe

\*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, 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 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.

NOTE: The sentence between the symbols ①, if not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. [Notarial acknowledgment on reverse].

RECEIVED PAYMENT

[illegible]

FORM No. 47)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE

**BETWEEN**

BETWEEN  
Guenther & Erika Schotner  
544 Mansfield St.  
Address Sunnyfield or

Address Saxonyfield Dr

AND  
Laurien & William Kefauver  
5812 40th Ave SE

Address.....Hickey WA

Dated 7-1

Lot 28 Block 1, 1958

Addition.....U.A.

STATE OF OREGON

County of Klamath ss.

I certify that the within instrument was received for record on the 14 day of Sept 19 82, at 0:41 o'clock AM., and recorded in book M. 82 on page 12162 or as afflicting fee number 15491, Record of Deeds of said County.

Witness my hand and seal of  
County affixed.

Evelyn.....iehn...County...Clerk.

..... Title.

By J. J. Jones The Clerk

✓ AFTER RECORDING RETURN TO

00.85

Mr. & Mrs. William D. Keefe  
5812 20th Ave. S.E.  
Lacey, WA 98503

STATE OF ~~OREGON~~ *Washington*

County of Thurston

September 9

Personally appeared the above named William D. Kees

William D. Keefe  
Lauren A. Keefe

and acknowledged the foregoing instru-  
their voluntary act and deed.

Before me:

Proline L. Darkow  
Notary Public for Oregon Washington  
My commission expires: 6/26/86

Notary Public for Oregon  
My commission expires:

STATE OF OREGON, County of

*Personally appeared*

..... and  
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 .....

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 behalf 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:

Notary Public for Oregon

My commission expires:

(SEAL)