

TN

CONTRACT—REAL ESTATE

Vol. M8 Page 14450

16804

THIS CONTRACT, Made this 28th day of October, 1982, between  
CERTIFIED MORTGAGE CO., an Oregon corporation as successor to TOWN AND COUNTRY MORTGAGE  
AND INVESTMENT CO., an Oregon corporation, hereinafter called the seller,  
and ALFRED L. BENNETT AND ROXIE J. BENNETT, husband and wife with full right of survivorship,  
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:

Lots 5 and 6, Block 5, Chiloquin Drive Addition to the City of Chiloquin, in the County  
of Klamath, State of Oregon.

## SUBJECT TO:

First Trust Deed of record in the original amount of \$10,000.00 dated December 29, 1980  
recorded on October 30, 1980 in Book M-80, page 25068, which seller agrees to pay and  
hold buyer harmless therefrom.  
Delinquent property taxes of record, being 79/80, 80/81, 81/82 and taxes due from  
July 1, 1982 through October 28, 1982 being a portion of the 1982/83 property tax bill,  
which seller agrees to pay and hold buyer harmless therefrom. Buyer to pay remainder of  
1982/83 taxes from October 29, 1982 through June 30, 1983.

for the sum of ~~SEVEN THOUSAND AND NO/100~~ Dollars (\$7,000.00)  
(hereinafter called the purchase price) on account of which ~~0~~  
Dollars (\$ ~~0~~) 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: \$7,000.00) to the order of  
the seller in monthly payments of not less than ~~NINETY TWO AND 51/100~~  
Dollars (\$ ~~92.51~~) each,

payable on the 28th day of each month hereafter beginning with the month of November, 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  
October 28, 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. There will be a \$4.00 for any payment not received  
within 15 days of date due.

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 October 28, 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 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 \$7,000.00  
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 15 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 or 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,  
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. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Form No. 1307 or similar.

Certified Mortgage Co.

SELLER'S NAME AND ADDRESS  
Alfred L. Bennett and Roxie J. Bennett

BUYER'S NAME AND ADDRESS

After recording return to:

Certified Mortgage Co.

836 Klamath Ave.

Klamath Falls, Or. 97601

NAME, ADDRESS, ZIP

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

Mr. and Mrs. Alfred Lee Bennett

P.O. Box 122

Chiloquin, Or. 97624

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instru-  
ment was received for record on the  
day of 1982,  
at o'clock M., and recorded  
in book ~~real~~ 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

CHITTOBIN' OF 2000  
L.O. BOX 155

14427

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 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.

Buyer has the right at any time to payoff this contract with no prepayment penalty whatsoever. Property can be sold and this contract can be assumed by a new purchaser upon approval of credit by seller, which shall not be unduly withheld.

BUYER AND SELLER AGREE THAT PROPERTY IS BEING SOLD IN AN "AS-IS" CONDITION AND IN NO CIRCUMSTANCES WILL SELLER BE CALLED UPON TO MAKE ANY REPAIRS.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$7,000.00. ~~However, the actual consideration consists of or includes other 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 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 and the feminine and the neuter, and that generally all 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 also their 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.

Alfred L. Bennett  
Roxie J. Bennett

Certified Mortgage Co., an Oregon corporation  
Richard H. Marlatt, President

NOTE—The sentence between the symbols (1), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,  
County of Klamath } ss.  
October 28, 1982

Personally appeared the above named  
Alfred L. Bennett and Roxie J. Bennett

and acknowledged the foregoing instrument to be their voluntary act and deed.

Notary Public for Oregon  
My commission expires 6-19-84

STATE OF OREGON, County of Klamath } ss.  
October 28, 1982

Personally appeared Richard H. Marlatt 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 Certified Mortgage Co.,

a corporation, 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.

Notary Public for Oregon  
My commission expires: 6-19-84

ORS 93.685 (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 93.685 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record

this 1 day of Nov A.D. 19 82 at 10:52 o'clock A.M.

duly recorded in Vol. M82, of Deeds on 14490

Fee \$8.00

By Evelyn Biehn, Co.

1982