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LAND SALE CONTRACT

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THIS CONTRACT, made this 23rd day of July, 1982

between the STATE OF OREGON, represented and acting by the DIRECTOR OF VETERANS' AFFAIRS, hereinafter called the Seller, and David S. Drew and Beth C. Drew, husband and wife, 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 land and premises situated in Klamath County, State of Oregon, to wit:

Lot 16, Block 39, HILLSIDE ADDITION TO THE CITY OF KLAMATH FALLS, in the County of Klamath, State of Oregon.

PURCHASE PRICE AND PAYMENT

Buyer agrees to pay the total purchase price for the property of the sum of \$56,000.00, payable as follows:

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- A) The sum of \$2,800.00, as a cash down payment on the subject real property, the receipt whereof is hereby acknowledged;
- B) The remaining balance of \$53,200.00 shall be paid in monthly installments of \$429.00, or more, each including interest at the VARIABLE rate of 9.0 percent per annum from the 23rd day of July, 1982, plus ONE-TWELFTH OF THE ESTIMATED AD VALOREM TAXES for each successive year. The first of said installments to be paid on the 1st day of September, 1982, and to continue on the first day of each month thereafter until August 1, 2012, when the full amount of principal, interest, tax advances, and other charges shall be fully paid, such payments to be applied first on the interest, then tax advances, the remainder on the principal.

To be re-recorded due to an error in monthly installments

INTEREST RATE

The annual percentage rate during the term of this contract is variable and shall be the same as that fixed by the Director pursuant to ORS 407.072 and ORS 407.073.

TRANSFER

The Buyer must obtain prior written consent from the Director to sell, transfer, assign, lease, hypothecate, pledge, mortgage, or in any manner dispose of any of his interest under this Agreement and in the subject real property. The interest rate from the date of transfer shall be the same as that prescribed by ORS 407.073.

POSSESSION

The parties hereto do hereby acknowledge that the purchaser will have possession of the subject property in a due and lawful manner as of the date of this contract.

BUYER FURTHER COVENANTS AND AGREES:

1. Not to permit a vacancy in, nor removal or demolition of, any buildings or improvements now or hereafter existing; to keep all buildings in good repair.
2. Not to permit cutting or removal of any trees without written consent of Seller; not to commit or suffer any waste, nor permit any objectionable or unlawful use of premises.
3. Not to permit any delinquent assessment, liens, or encumbrances to exist at any time.
4. To keep all insurable improvements insured during term of contract against loss by fire and other hazards, in company or companies for the maximum insurable amount, or the contract balance. All policies will be made in the name of the Seller with a contract of sale clause in favor of the Buyer. If Buyer fails to effect insurance, Seller may secure same, add cost to balance and cost shall be a debt due. At Seller's option, proceeds of insurance may be used to repair or replace buildings.
5. At Seller's option, all damages received, under right of eminent domain, or for any security voluntarily released, shall be applied to indebtedness.

6. Seller will apply full amount of each payment (base monthly payment plus one-twelfth of estimated tax) to interest and principal when received. Seller will pay real property taxes when due and add same to principal balance. Monthly payments may change from year to year due to fluctuation of real property taxes.
7. Seller's acceptance of delayed payments or performance shall not constitute a waiver by Seller of strict compliance with the contract.
8. If any action or suit is begun or attorney employed by Seller to enforce any remedy under this contract, Buyer agrees to pay costs, including a title report and attorney's fees.
9. If Buyer fails to make all payments when due or keep all agreements of this contract, Seller shall have the right to declare the Agreement null and void, and all right, title, and interest existing in favor of Buyer shall utterly cease and determine, and premises shall revert, without any declaration, forfeiture, re-entry, or other act, to Seller and without any right of Buyer to reclamation for payments, or improvements, same being considered as liquidated damages for nonperformance of this contract; Seller may without notice or demand, enter premises, repossess same, expel Buyer and those claiming under him, remove his effects without being guilty of trespass, and without prejudice to any other remedies which might be used. Seller may elect to consider this contract as existing and declare immediately due and payable the unpaid purchase price, including taxes, interest, and other charges or advances, by reason of any default of Buyer. Time herein is declared to be of the essence.
10. The property being purchased under this contract is sold in an "as is" condition without warranty. Buyer further agrees to hold Seller harmless from any debts incurred for any repairs or maintenance that may be incurred during the term of this contract.

WAIVER:

Failure by seller at any time to require performance by purchaser of any other provisions hereof shall in no way affect seller's rights hereunder to enforce the same, nor shall any waiver by seller of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this nonwaiver clause.

DEED:

If Buyer shall make all payments at the time specified and strictly perform all agreements according to the tenor of this contract, then seller will furnish Buyer a deed and an Owner's Title Policy showing marketable title as of the date of this agreement; subject, however, to any vested rights or easements not of record.

PAYMENTS:

Buyer has the privilege to increase payments, or pay the entire remaining balance hereunder in full, without penalty.

PLURAL AND SINGULAR:

In construing this Agreement, it is understood that the Vendor or Purchaser 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.

Excepting and reserving to itself, its successors, and assigns, all minerals, as defined in ORS 273.755(1), and all geothermal resources, as defined in ORS 273.775(2), together with the right to make such use of the surface as may be reasonably necessary for prospecting for, exploring for, mining, extracting, reinjecting, storing, drilling for and removing such minerals and geothermal resources; provided, however, that the rights hereby reserved to use the surface for any of the above activities shall be subordinate to that use of the surface of the premises deeded herein, or any part thereof, being made by the owner thereof on the date the State of Oregon leases its reserved minerals or geothermal resources; in the event such use of the premises by a surface rights owner would be damaged by one or more of the activities described above then such owner shall be entitled to compensation from the State's lessee to the extent of the diminution in value of the surface rights of owner's interest.

REDEMPTION:

PREMISES ARE SUBJECT TO AN OUTSTANDING RIGHT OF REDEMPTION UNTIL THE 4th DAY OF December, 1982. If redeemed, Buyer will promptly vacate the subject real property and surrender possession to Redemptioner. Seller will refund to buyer or his heirs or assigns, all monies received or market value of improvements completed under terms of the contract toward purchase price, together with interest on payments at 9.0 percent per annum from the several dates that payments were received by Seller; subject, however, to a deduction in the sum of \$504.00 per month, as a reasonable rental for use of the premises from date of this Agreement to date.

The Seller shall receive all monies paid by Redemptioner to redeem subject real property under ORS 23.560 (2).

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SELLER

IN WITNESS WHEREOF, Seller has caused this contract to be executed in duplicate on its behalf by the Director of Veterans' Affairs, and Buyer has hereunto set his hand and seal.

STATE OF OREGON

BY: Lester Frakes
LESTER FRAKES - LOAN OFFICER
Acting for the Director of
Veterans' Affairs

STATE OF OREGON

County of Klamath } SS

On this 23rd day of July, 1982, before me a Notary Public, personally appeared the above named, LESTER FRAKES acting for the Director of Veterans' Affairs, for the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and official seal.

Charles J. Matson
Notary Public for Oregon
My Commission Expires: 10-8-82

David S. Drew
David S. Drew - Buyer

Beth C. Drew
Beth C. Drew - Buyer

STATE OF OREGON

County of Klamath } SS

On this 23rd day of July, 1982, before me a Notary Public personally appeared the above named and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal.

Charles J. Matson
Notary Public for Oregon
My Commission Expires: 10-8-82

C00831

After recording, return to:

Department of Veterans' Affairs
Property Management Division
1225 Ferry Street, SE
Salem, OR 97310

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

Department of Veterans' Affairs
Tax Division
1225 Ferry Street, SE
Salem, Oregon 97310

STATE OF OREGON

County of Klamath

I certify that the within
instrument was received for record
on the 27 day of July, 19 82
at 11:55 o'clock A M.,
and recorded in Book M 82, on page 9568,
or as file/reel number 13974,
Record of Deeds of said County.

Witness my hand and seal of
County affixed.

Evelyn Biehn County Clerk
Recording Officer

BY: Joyce McElrue

Deputy

Fee \$24.00

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

On 10 day of Jan A.D. 19 83 at 9:53 o'clock A M

duly recorded in Vol. M83, of Deeds . . . 382

Fee \$24.00

By Joyce McElrue

EVELYN BIEHN County Clerk