

K 35868
THIS AGREEMENT, made and entered into this 8 day of January, 1983, by and between Arthur I. Rastall and Phyllis I. Rastall
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19275
husband and wife

hereinafter called the Vendor, and James H. Concannon, Jr. and
Evelyn P. Concannon, husband and wife

hereinafter called the Vendee.

W I T N E S S E T H:

Vendor agrees to sell to the Vendee and the Vendee agrees to buy from the Vendor all of the following-described property situated in Klamath County, State of Oregon, to-wit: Beginning at a point which bears S. 0°45'25"W. a distance of 616.71 feet and West a distance of 200.0 feet from the brass cap monument marking the Northeast corner of said Section 6; thence N. 0°45'25"E. a distance of 416.71 feet to a point; thence West a distance of 200.0 feet, more or less to a point on centerline of a 60 feet road easement; thence S. 20°24'W. along said centerline a distance of 442.67 feet to its intersection with centerline of a 60 foot road easement running East-West; thence East along last mentioned centerline a distance of 349.36 feet, more or less, to the point of beginning. Subject to An easement 30 feet in width for ingress and egress for use in common with others on that portion of the above described property that abuts on the easement the centerline of which is "Exhibit A attached". Together with an easement 60 feet in width for roadway purposes over that property the centerline of which is described in Exhibit A attached. The above being in the NE¼NE¼ of Section 6, Township 36 S., R. 13 E.W.M.

SUBJECT TO: Easements and rights of way of record and those apparent on the land; Road, power and telephone easements as shown on the partition map on file in Records of Klamath County, Oregon; Reservations and Restrictions of Record; and to the following building and use restrictions which Vendee assumes and agrees to fully observe and comply with, to-wit:

1. That no person shall ever suffer or permit any unlawful, unsightly or offensive use to be made of said premises, nor will any person suffer or permit anything to be done thereon which may be or become a nuisance or annoyance to the neighborhood.
2. That no tree larger than 4 inches in diameter 24 inches above the ground may be cut, except to clear the land for a permanent structure or driveway.
3. That garbage must be disposed of in a sanitary manner, and burning must be done in a barrel with a cover of 1/2-inch wire mesh screen, and further, all owners must comply with the fire protective governing body in that area.
4. That lot owners may permit guests to camp or pitch tents on their lots for a period of not more than 90 days at any one time; provided, however, that such camping shall be done in a good and campmanlike manner.
5. That no temporary housing shall be permitted on any lot, except during the period of construction of a permanent residence, which the exteriors of the residence or any other permanent building is required to be completed within a period of two years after said construction is started, and in no event shall same be permitted for a period in excess of two years; provided, however, a mobile home may be used as permanent dwellings on the premises.
6. It is understood by all owners that the subject property is zoned, S P I, and they are required to comply with all restrictions as set out in this zone under the Klamath County zoning Ordinance.

For the purchase price of \$ 5,900.00, payable as follows,

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to-wit: \$ 1,500.00 at the time of the execution of this agreement,
the receipt of which is hereby acknowledged; \$4,400.00 ^{AIR PER JMC EPC}
with interest at rate of 9% per annum date hereof,
1983, payable in installments of not less than \$69.18 per
month, inclusive of interest, the first installment to be paid on the 8
day of February, 1982 and a further installment on the
8 day of each month thereafter until the full balance
and interest are paid.

It is understood and agreed that the Vendees shall pay all property taxes when due, however, in the event that the Vendees do not pay said taxes when due, the Vendors may at their option, pay said taxes and add them back to the principal of this contract by presentation of paid receipts to the escrow holder herein. Said amounts so added to bear interest at the rate provided therein.

The annual percentage rate is 9% per annum.

Vendee agrees to make said payments promptly on the dates above named to the order of the Vendor at Klamath County Title Co., at Klamath Falls, Oregon; to keep said property at all times in as good condition as the same now are, that no improvements now on or which may hereafter be placed on said property shall be removed or destroyed before the entire purchase price has been paid, and that Vendee shall pay regularly and seasonably and before the same shall become subject to interest charges, all taxes, assessments, liens and incumbrances of whatsoever nature and kind, and agrees not to suffer or permit any part of said property to become subject to any taxes, assessments, liens, charges or incumbrances whatsoever having precedence over the rights of the Vendor in and to said property. Vendee shall be entitled to the possession of said property immediately.

Vendor will on the execution hereof make and execute in favor of Vendee good and sufficient warranty deed conveying a fee simple title to said property free and clear as of this date of all incumbrances whatsoever, except as set forth above, which Vendee assumes, and will place said deed, together with one of these agreements, in escrow at Klamath County Title Co., at Klamath Falls, Oregon, and shall enter into written escrow instructions in form satisfactory to said holder, instructing said holder that when, and if, Vendee shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said instruments to Vendee, but that in case of default by Vendee said escrow holder shall, on demand, surrender said instruments to Vendor.

But in case Vendee 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 the essence of this agreement, then Vendor shall have the following rights: (1) To foreclose this contract by strict foreclosure in equity; (2) To declare the full unpaid balance immediately due and payable; (3) To specifically enforce the terms of the agreement by suit in equity; (4) To declare this contract null and void, and in any of such cases, except exercise of the right to specifically enforce this agreement by suit in equity, all right and interest hereby created or then existing in favor of Vendee derived under this agreement shall utterly cease and determine, and the premises aforesaid shall revert and revest in Vendor without any declaration of forfeiture or act of reentry, and without any other act by Vendor to be performed and without any right of Vendee of reclamation or compensation for money paid or for improvements made, as absolutely, fully and perfectly as if this agreement had never been made.

And in case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, Vendee agrees to pay reasonable cost of title report and title search and 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 Vendee further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff's attorney's fees on such appeal.

Vendee further agrees that failure by Vendor at any time to require performance by Vendee of any provision hereof shall in no way affect Vendor's right hereunder to enforce the same, nor shall any waiver by Vendor of such 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.

In construing this contract, it is understood that the Vendee 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.

This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators and assigns.

WITNESS the hands of the parties the day and year first herein written.

Signature of all Vendees:

James H. Concannon, Jr.
James H. Concannon, Jr.
Evelyn P. Concannon
Evelyn P. Concannon

Arthur I. Rastall
Arthur I. Rastall
Phyllis I. Rastall
Phyllis I. Rastall

Mail Tax Statement
14757 Desert Star

Vendor

Apple Valley, CA 92307
619-247-3194

Vendee's address:

Telephone No.

Return to KCTO 4001

TO 1944 CA (B-74)

(Individual)

STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO SS.

On January 8th, 1983 before me, the undersigned, a Notary Public in and for said State, personally appeared James H. Concannon, Jr., Evelyn P. Concannon, Arthur I. Rastall & Phyllis I. Rastall.

known to me
to be the persons whose names ARE subscribed
to the within instrument and acknowledged that they
executed the same.

WITNESS my hand and official seal.

Signature

Margaret Amann

 TITLE INSURANCE
AND TRUST
A TICOR COMPANY



(This area for official notarial seal)

EXHIBIT "A"

An easement 60.00 feet in width for roadway purposes, the centerline of which is more particularly described in the following parts:

Part I

Commencing at the northeast corner of Section 6, T. 36 S., R. 15 E.W.M., Klamath County, Oregon; thence S. 89 degrees 55'50" W. along the north line of said Section 6, 528.55 feet to the POINT OF BEGINNING for this part of this description; thence leaving said north section line S. 20 degrees 24'00" W., 788.62 feet; thence S. 24 degrees 55'02" E., 181.39 feet to the beginning of a curve to the right; thence along the arc of a 51.05 foot radius curve to the right (delta = 114 degrees 55'02"; long chord = S. 32 degrees 32'29" W., 86.07 feet) 102.38 feet to the end of curve; thence West 118.29 feet; thence S. 20 degrees 24'00" W., 1286.89 feet; thence West 699.25 feet; thence N. 69 degrees 45'49" W., 599.01 feet, thence N. 20 degrees 24'00" E., 2105.45 feet to said north line of Section 6, the terminus of this part of this description.

Part II

Commencing at the northeast corner of said Section 6; thence S. 00 degrees 45'25" W. along the east line of said Section 6, 616.71 feet to the POINT OF BEGINNING for this part of this description; thence leaving said east section line west, 517.35 feet to the terminus of this part of this description.

Part III

Commencing at the southeast corner of the northeast quarter of said Section 6; thence N. 00 degrees 45'25" E. along the east line of said Section 6, 581.81 feet; thence leaving said east section line N. 76 degrees 44'08" W., 495.47 feet to the POINT OF BEGINNING for this part of this description; thence WEST 595.36 feet to the terminus for this part of this description.

Part IV

Commencing at the southeast corner of the N.E. 1/4 of said Section 6; thence N. 00 degrees 45'25" E. along the east line of said Section 6, 894.84 feet; thence leaving said east section line West 435.00 feet to the POINT OF BEGINNING for this part of this description; thence continuing West 501.98 feet to the terminus of this part of this description.

Part V

Commencing at the northwest corner of the N.E. 1/4 of said Section 6; thence S. 00 degrees 00'11" E. along the west line of said northeast quarter, 550.00 feet; thence leaving said west quarter section line East, 400.05 feet to the POINT OF BEGINNING for this part of this description; thence continuing East 264.73 feet to the terminus of this part of this description.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

This 12 day of Jan. A.D. 1933 at 11:04 o'clock A.M. and
 July recorded in Vol. M83 of Deeds on a 570

Fee \$16.00

By EVELYN BIEHN, Coun.

WILLIAM P. BRANDSNESS
 ATTORNEY AT LAW
 411 PINE STREET
 KLAMATH FALLS, OREGON 97601

*Return to
 KC title
 #4001*