

TN

21430

CONTRACT—REAL ESTATE

Vol. 173 Page 4002

THIS CONTRACT, Made this _____ day of March, 1983, between
 GEORGE T. EPPERSON and MILDRED G. EPPERSON,
 husband and wife
 and JERALD L. SANTILLIE and JUDITH M. SANTILLIE,
 husband and wife, hereinafter called the seller,
 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:
 The Westerly 50 feet of the E-1/2 of Lot 8, Block 1, ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

SUBJECT TO: (1) Assessments, if any, due to the City of Klamath Falls for water use.

- (2) The premises herein-described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
- (3) The premises herein-described are within and subject to the statutory powers, including the power of assessment, of Klamath Project and Klamath Irrigation District.
- (4) Reservations and restrictions as set forth in Deed from A. L. Wishard, et ux, to Jacob P. Cleek, et ux, dated November 7, 1925, recorded November 7, 1925, in Volume 67, page 567, Deed Records of Klamath County, Oregon, to wit: "do hereby covenant and agree to and with the said A. L. Wishard and Erma M. Wishard, their heirs, executors, administrators and assigns as follows: That they will not at any time hereafter construct upon the lands hereinbefore described any buildings of any kind or description whatsoever at a distance of less than twenty (20) feet from Third Street, and that they will not construct or erect upon the lands hereinbefore described any dwelling house which is of a value of less than Two Thousand Dollars. The right to enter upon and construct irrigation Ditches and divert irrigation water along the property lines of the lands hereinbefore described is hereby reserved." (OVER)

for the sum of Twelve Thousand Five Hundred and no/100-----Dollars (\$12,500.00) (hereinafter called the purchase price) on account of which Five Hundred and no/100-----Dollars (\$500.00) 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: \$12,000.00) to the order of the seller in monthly payments of not less than Two Hundred and no/100-----Dollars (\$200.00) each,

payable on the 15th day of each month hereafter beginning with the month of April, 1983, and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all deferred balances of said purchase price shall bear interest at the rate of 10 per cent per annum from March 15, 1983, until paid, interest to be paid monthly and * ~~XXXXXXX~~ 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.

The buyer shall be entitled to possession of said lands on March 15, 1983, 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 the unpaid balance hereof all buildings now or hereafter erected on said premises against loss or damage by fire (with extended coverage) in an amount not less than \$ _____ and 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 insuring (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, 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.

George T. and Mildred G. Epperson
 2200 Wiard
 Klamath Falls, OR 97601
 SELLER'S NAME AND ADDRESS

Jerald L. and Judith M. Santillie
 3520 Cannon
 Klamath Falls, OR 97601
 BUYER'S NAME AND ADDRESS

After recording return to:

Henderson & Molatore
 426 Main Street
 Klamath Falls, OR 97601
 NAME, ADDRESS, ZIP

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

Jerald L. and Judith M. Santillie
 3520 Cannon
 Klamath Falls, OR 97601
 NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

I certify that the within instrument was received for record on the _____ day of _____, 19____, at _____ o'clock _____ M., and recorded in book _____, 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.

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 interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine, and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and rest 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.

For further provisions, see Exhibit "A" attached hereto and by this reference made a part hereof.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 12,500.00

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, 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.

Jerald L. Santillie
Judith M. Santillie
George Y. Epperson
Mildred E. Epperson

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

STATE OF OREGON,
 County of Klamath } ss.
 March 5th, 1983

STATE OF OREGON, County of _____) ss.
 Personally appeared _____, 19____

Personally appeared the above named GEORGE and MILDRED EPPERSON, and JERALD and JUDITH SANTILLIE

_____ 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 _____

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

_____ 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.

Before me
 (OFFICIAL SEAL) *John Stelle*

Notary Public for Oregon
 My commission expires 7/13/85

Notary Public for Oregon
 My commission expires: (SEAL)

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 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 93.930(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

- (5) Easement, including the terms and provisions thereof, dated July 19, 1940, recorded November 18, 1942, in Volume 151 at page 197, Deed Records of Klamath County, Oregon, in favor of Anton Meyer, et ux, for right of way for the purpose of constructing and maintaining an irrigation ditch along the boundary line or lines of said property.
- (6) Easement Agreement, including the terms and provisions thereof, dated June 5, 1969, recorded July 1, 1969, in Volume M69, page 5703, Microfilm Records of Klamath County, Oregon, in favor of Joe Yance and Donna Yance, husband and wife, for well purposes.
- (7) Reservations, restrictions, rights of way, easements of record and those apparent on the land.

EXHIBIT "A"

This Contract, and other documents concerning this transaction, have been prepared by Jerry Molatore, Attorney at Law, representing GEORGE T. EPPERSON and MILDRED G. EPPERSON. JERALD M. SANTILLIE and JUDITH M. SANTILLIE acknowledge that Jerry Molatore does not represent them and that they have been advised that they may have all documents reviewed by an attorney of their choice.

The real property sold by this Contract includes a dwelling located on the real property. Buyers hereunder have lived in said house for at least one year. Buyers accept said house, in its present condition, as is, with all known and unknown defects. Likewise, Buyers warrant that they have obtained, from sources other than Sellers, the applicable zoning and land use rules and regulations regarding said real property. Sellers make, and have made, no representations or guarantees regarding the zoning or land use restrictions pertaining to the property sold hereunder.

STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record .

This 15th day of March A.D. 1983 at 3:30 o'clock P.M., and
duly recorded in Vol. M83, of Deeds on page 4002.

EVLYN BIEHN, County Clerk
By Bernetha L. Letcher

Fee \$12.00