

THIS CONTRACT, Made this 1st day of June, 1983, between Fred W. Koehler, Jr. and Haril W. Newton, hereinafter called the seller, and Rudolph F. Lucero and Leora B. Lucero, 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 lands and premises situated in Klamath County, State of Oregon, to-wit:

SEE ATTACHMENT "A" for legal description which is made a part hereof.

for the sum of Eighteen Thousand-----Dollars (\$18,000.00) (hereinafter called the purchase price), on account of which One Thousand Dollars (\$1,000.00) 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: \$17,000.00) to the order of the seller in monthly payments of not less than Two Hundred Dollars (\$200.00) each, (See reverse for additional payment schedule.)

payable on the 1st day of each month hereafter beginning with the month of July, 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 June 1, 1983 until paid, interest to be paid concurrently 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.

The buyer warrants to and covenants with the seller that the real property described in this contract is

not less than \$ N/A 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 buyer shall be entitled to possession of said lands on June 1, 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 buildings on said premises, now or hereafter erected, in good condition and repair and will not suffer or permit any waste or strip thereof; that he will keep said premises free from mechanic's 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 \$ N/A 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 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.

Fred W. Koehler & Haril W. Newton  
St Rt 1 Box 67'G  
Chiloquin, OR 97624  
SELLER'S NAME AND ADDRESS

Rudolph F. and Leora B. Lucero  
31700 Simpson Lane  
Fort Bragg, CA 95437  
BUYER'S NAME AND ADDRESS

After recording return to:

Haril W. Newton  
St Rt 1 Box 67G  
Chiloquin, OR 97624  
NAME, ADDRESS, ZIP

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

R. F. and L. B. Lucero  
31700 Simpson Lane  
Fort Bragg, CA 95437  
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 on page or as file/reel number. Record of Deeds of said county. Witness my hand and seal of County affixed.

SPACE RESERVED  
FOR  
RECORDER'S USE

By

Recording Officer  
Deputy

'83 JUN 7 AM 11 29

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 be 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$18,000.00.

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.

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

STATE OF OREGON,  
County of Klamath, ss.  
June 7, 1983

Personally appeared the above named  
HARIL W. NEWTON and FRED W. KOEHLER,  
JR.,  
and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me:  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires 6/19/83

STATE OF OREGON, County of \_\_\_\_\_, ss.  
Personally appeared \_\_\_\_\_, 19\_\_\_\_

\_\_\_\_\_ and  
each for himself and not one for the other, did say that the former is the \_\_\_\_\_ who, being duly sworn,  
\_\_\_\_\_ 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)

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 93.990(3) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

Additional Payment Schedule:  
The 4th monthly payment shall be \$1200; the 8th, \$1200; The 12th, \$1200; the 24th, \$4430; The 36th, \$3300, and the 48th, the remaining balance of principal and accrued interest.

In the event buyer moves onto this property prior to payoff, the payment schedule shall be extended to 60 months as follows: The 24th monthly payment shall be \$2600; the 36th, \$2200; the 48th, \$1600; and the 60th the remaining balance of principal plus accrued interest.

In the event of physical injury to buyer which would preclude gainful employment, an extension of the above schedule equal to the time of lost employment, up to a maximum total time of 60 months shall be granted.

STATE OF CALIFORNIA  
COUNTY OF Mendocino

On this 3rd day of June 1983, in the year

Sharon L. Banyard, a Notary Public, State of California, duly commissioned and sworn, personally appeared Rudolph F. Lucero & Leora B. Lucero, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person S whose name S subscribed to the within instrument, and acknowledged to me that T he Y executed the same.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal in the State of California County of Mendocino on the date set forth above in this certificate.



This document is only a general form which may be proper for use in simple transactions and in no way acts, or is intended to act, as a substitute for the advice of an attorney. The publisher does not make any warranty, either express or implied, as to the legal validity of any provision or the suitability of these forms in any specific transaction.

Sharon L. Banyard  
Notary Public, State of California  
My commission expires 9-2-85

## EXHIBIT "A"

A parcel of land situated in Government Lots 29, 32 and 33, Section 16, Township 35 South, Range 7 East of the Willamette Meridian, in the County of Klamath, State of Oregon, being more particularly described as follows:

Beginning at a  $\frac{1}{4}$  inch iron pin marking the Northeast corner of that certain parcel of land described in DV M-75 at page 7623, Klamath County Deed Records, on the Northerly line of said Lot 33 from which a  $\frac{3}{4}$  inch pipe marking the intersection of the Easterly right-of-way line of U.S. Highway No. 97 with said Northerly line of Lot 33 bears South  $89^{\circ} 49' 55''$  West, 542.29 feet; thence South  $00^{\circ} 08' 48''$  East, along the East line of said described parcel, 40.41 feet to a  $\frac{3}{4}$  inch iron pipe on the Northerly line of that certain parcel described in DV 363 at page 58 of Klamath County Deed Records; thence along said parcel boundary the following courses and distances: North  $89^{\circ} 46' 48''$  East parallel to but 40.00 feet South of said North line of Lot 33, 454.20 feet to a  $\frac{3}{4}$  inch iron pipe on the East line of said Lot 33; South  $00^{\circ} 08' 48''$  East along said East line, 95.00 feet to a  $\frac{1}{4}$  inch iron pin; North  $89^{\circ} 49' 56''$  East, 107.41 feet to a  $\frac{5}{8}$  inch iron pin marking the Northwest corner of that certain parcel described in DV M-76 at page 17502 of Klamath County Deed Records; thence North  $41^{\circ} 53' 10''$  East along the Northwest line thereof, 151.74 feet to a  $\frac{5}{8}$  inch iron pin marking the Northeast corner thereof; thence North  $51^{\circ} 10' 25''$  West along the Southwest line of that certain parcel described in DV M-75 at page 4969 of Klamath County Deed Records, 56.00 feet to a  $\frac{1}{4}$  inch iron pin marking the Northwest corner thereof; thence North  $45^{\circ} 48' 35''$  East, 265.63 feet along the Northwest line of the aforesaid parcel and the Northwest line of that certain parcel described in DV M-74 at page 14340 of Klamath County Deed Records to a  $\frac{1}{4}$  inch iron pin marking the Northeast corner thereof; thence North  $23^{\circ} 36' 00''$  East along the Northwest line of that certain parcel described in DV M-76 at page 3844 of Klamath County Deed Records, 329.90 feet to a  $\frac{1}{4}$  inch iron pin marking the Northeast corner thereof; thence North  $55^{\circ} 40' 18''$  West along the Southwest line of that certain parcel described in DV M-76 at page 13692 of Klamath County Deed Records, 281.84 feet to a  $\frac{5}{8}$  inch pin marking the most Westerly corner thereof; thence West along the North line of said Lot 29, 256.91 feet to the Northwest corner thereof; thence South  $00^{\circ} 08' 48''$  East, 659.79 feet to a  $\frac{1}{4}$  inch iron pin marking the Southwest corner thereof; thence South  $89^{\circ} 49' 56''$  West along said North line of Lot 33, 454.20 feet to the point of beginning.

## TOGETHER WITH:

The right to use and maintain an existing roadway for ingress and egress to and from the above described parcel from U.S. Highway No. 97, the centerline of which is more particularly described as follows:

Beginning at a point on the East right-of-way line of said Highway No. 97 from which a  $\frac{3}{4}$  inch iron pipe marking the intersection of the Northerly line of Government Lot 33 with said Easterly right-of-way line of Highway No. 97 bears North  $02^{\circ} 22'$  East, 176.4 feet; thence North  $73^{\circ} 48' 24''$  East along said roadway centerline, 176.42 feet to the most Westerly line of the above described parcel.

STATE OF OREGON; COUNTY OF KLAMATH; ss

I hereby certify that the within instrument was received and filed for record on the 7TH day of June A.D., 1983 at 11:29 o'clock a M and duly recorded in Vol M83, of 2 Deeds on page 8821

FEE \$12.00

EVELYN BIEHN COUNTY CLERK  
by [Signature] Deputy