

SN 26072

THIS CONTRACT, Made this 18th day of July 1983, between  
GIENGER ENTERPRISES, INC., an Oregon Corporation  
and BETH LOWENBACH, hereinafter called the seller,

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 SW $\frac{1}{4}$  of the SE $\frac{1}{4}$  of Section 23, Township 37 South, Range 14 East of the Willamette Meridian, Klamath County, Oregon.

Subject to:

1. Rights of the public in and to any portion of the herein described premises lying within the limits of streets, roads or highways.
2. Rights of the public and of governmental bodies in and to that portion of the premises herein described lying below the high water mark of Pole Creek.
3. Easements common to the area and apparent upon the land.

Monthly payments to be made directly to GIENGER ENTERPRISES, INC., P.O.Box 384, Chiloquin, Oregon, 97624

for the sum of Eleven Thousand and no/100ths Dollars (\$ 11,000.00) (hereinafter called the purchase price), on account of which One Thousand and no/100ths 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: \$ 10,000.00) to the order of the seller in monthly payments of not less than One Hundred and no/100ths Dollars (\$ 100.00) each. Purchaser to make a \$2,000.00 Balloon payment on or before February 1, 1984

payable on the 20th day of each month hereafter beginning with the month of August 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 July 20, 1983 until paid, interest to be paid monthly and \* (in addition to

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,  
(B) for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on July 20, 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 such liens; that he will pay all taxes hereafter levied against said property, as well as all costs and attorney's fees incurred by him in defending against any after lawfully 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 \$ none 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 on the 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 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.

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 ten 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 and/or (3) 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 hereunder shall utterly cease and determine and the right to the 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 entered 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 \$ 11,000.00. However, the actual consideration consists of or includes other property or value given or promised which is the whole consideration indicated which may be

In case suit or action is instituted to foreclose this contract or to enforce any of the provisions hereof, the buyer agrees to pay such sum as the 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 the trial court, the buyer further promises to pay such sum as the appellate court shall adjudge reasonable as plaintiff'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; 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.

IN WITNESS WHEREOF, said parties have executed this instrument in duplicate; 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.

GIENGER ENTERPRISES, INC.,  
Ervin Gieger, Pres.

X Beth Lowenbach

Elvina P. Gieger, Sec.

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, or 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.

NOTE: The sentence between the symbols (A) and (B) is not applicable, should be deleted; see Oregon Revised Statutes, Section 93.030. (Notarial acknowledgment on reverse).

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

Beth Lowenbach  
P.O. Box 532 Bly, Ore 97622

83 JUL 23 AM 11 36

[illegible][illegible]

# CONTRACT

FORM No. 706)

STEVENS-NESS LAW PUB. CO., PORTLAND, ORE.

**BETWEEN**

**Address:**

AND

**Address**

**Dated:**

19...

## Addition..... Block.....

STATE OF OREGON

County of **Klamath** ss.

I certify that the within instrument was received for record on the 22nd day of July, 19 83, at 11:36 o'clock AM., and recorded in book M83 on page 1172 for as titling fee number 26072, Record of Deeds of said County.

Witness my hand and seal of  
County affixed.

**Evelyn Biehn**

County/Clerk

.....Title

W. H. C. Deane, Deputy

Free \$8.00 AFTER RECORDING RETURN TO

Mountain Title Co.

STATE OF OREGON

County of Klamath  
 July 79

Personally appeared the above named  
BETH LOWENBACH

BETH LOWENBACH

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

(OFFICIAL  
SEAL)

Before me:

Notary Public for Oregon

My commission expires \_\_\_\_\_

6/19/87

SPOLAS

STATE OF OREGON, County of Klamath  
 July 18 1883 ) ss.

Personally appeared \_\_\_\_\_, 1937.  
Elvine P. Gienger \_\_\_\_\_ Leroy Gienger \_\_\_\_\_ 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  
GIENGER EMBROIDERY \_\_\_\_\_

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:

Before me: Bonnie M. Kricher  
 Mary Public for Order

My commission expires: 11.5.86

(OFFICIAL  
SEAL)

15-00000