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26655

CONTRACT—REAL ESTATE

Vol. 1283 Page 12985

THIS CONTRACT, Made this 30th day of June

1983, between

KENO CONSTRUCTION COMPANY

and RONALD R. LAUTT and ANNA M. LAUTT

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:

A parcel of land situated in Lot 33, Block 1, Tract 1083-Cedar Trails, Section 20, T40S, R8E, W.M., more particularly described as follows: Parcel #2 Beginning at a 5/8" iron pin on the North line of Lot 33, Block 1, said point being S89°49'42"W 306.99 feet from the Northeast corner of Lot 33, Block 1; thence from the point of beginning S00°52'05"W 344.28 feet to a 1/2" iron pin on the South line of Lot 33, Block 1; thence West 166.11 feet, more or less along the South line of Lot 33, Block 1 to a 1/2" iron pin on the North line of Lot 33, Block 1; thence S70°00'35"E 108.22 feet, more or less, along the North line of Lot 33, Block 1 to a 5/8" iron pin; thence along the arc of a 230.00 foot radius curve to the right 80.94 feet (D=20°09'43", L.C.=S80°11'50"E 80.52 feet) to the point of beginning, containing 1.5 acres, more or less.

SUBJECT TO: Any and all easements and right of ways of record, and those apparent upon the land. Together with an undivided 1/3 interest in that certain well, pump and pumphouse as contained in instrument recorded September 24, 1980 in Volume 1480, page 18303, Records of Klamath County, Oregon. we have specifically mentioned an undivided 1/3 interest in well, pump and pump house, along with an easement for maintenance.

for the sum of TWELVE THOUSAND and 00/100 Dollars (\$12,000.00) (hereinafter called the purchase price), on account of which -0- Dollars (\$ -0-) 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 ONE HUNDRED FORTY-FOUR and 03/100 Dollars (\$144.03) each,

payable on the 1st day of each month hereafter beginning with the month of October, 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 12% per cent per annum from July 1, 1983 until paid, interest to be paid monthly 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: * Taxes for the current year ending June 30, 1983 are paid in full.

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 an organization or (even if buyer is a natural person) is for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on July 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 \$ 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 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; Stevens-Neess 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-Neess Form No. 1307 or similar.

Keno Construction Company

P. O. Box 52

Keno, Oregon 97627

SELLER'S NAME AND ADDRESS

Ronald R. and Anna M. Lautt

P. O. Box 12

Keno, Oregon 97627

BUYER'S NAME AND ADDRESS

After recording return to:

Keno Construction Company

P. O. Box 52

Keno, Oregon 97627

NAME, ADDRESS, ZIP

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

Ronald R. and Anna M. Lautt

P. O. Box 12

Keno, Oregon 97627

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.

Recording Officer

By Deputy

großen Glück

[illegible]

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.

Model: 1053

1952 10

100-443887-1000

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$12,000.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration (indicate which).^①

[illegible]

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.

By: E. J. Shipsey, President

is a corporation, it has caused its corporate name to be
duly authorized thereunto by order of its board of directors

X Ronald R. Laultt 7-01-83
Ronald R. Laultt
X Anna M. Laultt 7-01-83
Anna M. Laultt

② If not applicable, should be deleted.

Anna M. Lantz

NOTE—The sentence between the symbols ①, if not applicable, should be deleted.

STATE OF OREGON,

County of Klamath

June 30th

19.83

Personally appeared the above named
**Ronald R. Lautt and Anna M.
 Lautt**

Lautt
and acknowledged the foregoing instru-
ment to be **their** voluntary act and deed.

(OFFICIAL
SEAL)

Notary Public for Oregon
My commission expires _____

Notary Public for Oregon
My commission expires 6/16/84

STATE OF OREGON, County of
June 30th

June 30th

19-83

June 30th, 1987
Personally appeared E. J. Shipsey

Personally appeared _____, who, being duly sworn,
 _____ did ~~he~~ say that ~~he~~ is the
 _____ president _____

_____, a corporation,
Company
 and that the seal attixed to the foregoing instrument is the corporate seal
 of said corporation and that said instrument was signed and sealed in be-
 half of said corporation by authority of its board of directors; and each of
 them acknowledged said instrument to be its voluntary act and deed.
 Return me: _____ (SEAL)

Notary Public for Oregon

Notary Public for Oregon
My commission expires: 6/16/84

Notary Public for Oregon
My commission expires 6/16/84 My commission expires _____

ORS 92.635 (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 thereby, 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.

Violation of ORS 92.635 is punishable, upon conviction, by a fine of not more than \$100.

Such instruments, or a memorandum thereof, shall be recorded 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.

(REVISION CONTINUED)

(DESCRIPTION CONTINUED)

Dr. G. L. G.

present.
 Therefore in 1951, 1952 and 1953, the following items were on account of the above-mentioned
 records of the above-mentioned. (1) 1951: 1952: 1953: 1954: 1955: 1956: 1957: 1958: 1959: 1960: 1961: 1962: 1963: 1964: 1965: 1966: 1967: 1968: 1969: 1970: 1971: 1972: 1973: 1974: 1975: 1976: 1977: 1978: 1979: 1980: 1981: 1982: 1983: 1984: 1985: 1986: 1987: 1988: 1989: 1990: 1991: 1992: 1993: 1994: 1995: 1996: 1997: 1998: 1999: 2000: 2001: 2002: 2003: 2004: 2005: 2006: 2007: 2008: 2009: 2010: 2011: 2012: 2013: 2014: 2015: 2016: 2017: 2018: 2019: 2020: 2021: 2022: 2023: 2024: 2025: 2026: 2027: 2028: 2029: 2030: 2031: 2032: 2033: 2034: 2035: 2036: 2037: 2038: 2039: 2040: 2041: 2042: 2043: 2044: 2045: 2046: 2047: 2048: 2049: 2050: 2051: 2052: 2053: 2054: 2055: 2056: 2057: 2058: 2059: 2060: 2061: 2062: 2063: 2064: 2065: 2066: 2067: 2068: 2069: 2070: 2071: 2072: 2073: 2074: 2075: 2076: 2077: 2078: 2079: 2080: 2081: 2082: 2083: 2084: 2085: 2086: 2087: 2088: 2089: 2090: 2091: 2092: 2093: 2094: 2095: 2096: 2097: 2098: 2099: 2100: 2101: 2102: 2103: 2104: 2105: 2106: 2107: 2108: 2109: 2110: 2111: 2112: 2113: 2114: 2115: 2116: 2117: 2118: 2119: 2120: 2121: 2122: 2123: 2124: 2125: 2126: 2127: 2128: 2129: 2130: 2131: 2132: 2133: 2134: 2135: 2136: 2137: 2138: 2139: 2140: 2141: 2142: 2143: 2144: 2145: 2146: 2147: 2148: 2149: 2150: 2151: 2152: 2153: 2154: 2155: 2156: 2157: 2158: 2159: 2160: 2161: 2162: 2163: 2164: 2165: 2166: 2167: 2168: 2169: 2170: 2171: 2172: 2173: 2174: 2175: 2176: 2177: 2178: 2179: 2180: 2181: 2182: 2183: 2184: 2185: 2186: 2187: 2188: 2189: 2190: 2191: 2192: 2193: 2194: 2195: 2196: 2197: 2198: 2199: 2200: 2201: 2202: 2203: 2204: 2205: 2206: 2207: 2208: 2209: 2210: 2211: 2212: 2213: 2214: 2215: 2216: 2217: 2218: 2219: 2220: 2221: 2222: 2223: 2224: 2225: 2226: 2227: 2228: 2229: 2230: 2231: 2232: 2233: 2234: 2235: 2236: 2237: 2238: 2239: 2240: 2241: 2242: 2243: 2244: 2245: 2246: 2247: 2248: 2249: 2250: 2251: 2252: 2253: 2254: 2255: 2256: 2257: 2258: 2259: 2260: 2261: 2262: 2263: 2264: 2265: 2266: 2267: 2268: 2269: 2270: 2271: 2272: 2273: 2274: 2275: 2276: 2277: 2278: 2279: 2280: 2281: 2282: 2283: 2284: 2285: 2286: 2287: 2288: 2289: 2290: 2291: 2292: 2293: 2294: 2295: 2296: 2297: 2298: 2299: 2300: 2301: 2302: 2303: 2304: 2305: 2306: 2307: 2308: 2309: 2310: 2311: 2312: 2313: 2314: 2315: 2316: 2317: 2318: 2319: 2320: 2321: 2322: 2323: 2324: 2325: 2326: 2327: 2328: 2329: 2330: 2331: 2332: 2333: 2334: 2335: 2336: 2337: 2338: 2339: 2340: 2341: 2342: 2343: 2344: 2345: 2346: 2347: 2348: 2349: 2350: 2351: 2352: 2353: 2354: 2355: 2356: 2357: 2358: 2359: 2360: 2361: 2362: 2363: 2364: 2365: 2366: 2367: 2368: 2369: 2370: 2371: 2372: 2373: 2374: 2375: 2376: 2377: 2378: 2379: 2380: 2381: 2382: 2383: 2384: 2385: 2386: 2387: 2388: 2389: 2390: 2391: 2392: 2393: 2394: 2395: 2396: 2397: 2398: 2399: 2400: 2401: 2402: 2403: 2404: 2405: 2406: 2407: 2408: 2409: 2410: 2411: 2412: 2413: 2414: 2415: 2416: 2417: 2418: 2419: 2420: 2421: 2422: 2423: 2424: 2425: 2426: 2427: 2428: 2429: 2430: 2431: 2432: 2433: 2434: 2435: 2436: 2437: 2438: 2439: 2440: 2441: 2442: 2443: 2444: 2445: 2446: 2447: 2448: 2449: 2450: 2451: 2452: 2453: 2454: 2455: 2456: 2457: 2458: 2459: 2460: 2461: 2462: 2463: 2464: 2465: 2466: 2467: 2468: 2469: 2470: 2471: 2472: 2473: 2474: 2475: 2476: 2477: 2478: 2479: 2480: 2481: 2482: 2483: 2484: 2485: 2486: 2487: 2488: 2489: 2490: 2491: 2492: 2493: 2494: 2495: 2496: 2497: 2498: 2499: 2500: 2501: 2502: 2503: 2504: 2505: 2506: 2507: 2508: 2509: 2510: 2511: 2512: 2513: 2514: 2515: 2516: 2517: 2518: 2519: 2520: 2521: 2522: 2523: 2524: 2525: 2526: 2527: 2528: 2529: 2530: 2531: 2532: 2533: 2534: 2535: 2536: 2537: 2538: 2539: 2540: 2541: 2542: 2543: 2544: 2545: 2546: 2547: 2548: 2549: 2550: 2551: 2552: 2553: 2554: 2555: 2556: 2557: 2558: 2559: 2560: 2561: 2562: 2563: 2564: 2565: 2566: 2567: 2568: 2569: 2570: 2571: 2572: 2573: 2574: 2575: 2576: 2577: 2578: 2579: 2580: 2581: 2582: 2583: 2584: 2585: 2586: 2587: 2588: 2589: 2590: 2591: 2592: 2593: 2594: 2595: 2596: 2597: 2598: 2599: 2600: 2601: 2602: 2603: 2604: 2605: 2606: 2607: 2608: 2609: 2610: 2611: 2612: 2613: 2614: 2615: 2616: 2617: 2618: 2619: 2620: 2621: 2622: 2623: 26

[illegible]

3300 M.M. more substantially described as follows:
 V. Helcoy of Long Branching in lot 22 Block 1 Lane 108
 signed and witnessed in the presence of the public officers to be
 signed and to sign into the public and the public officers to be
 HILLMEZREIN: MAN in possession of the property containing
 and received M. TALL and W. M. TALL
 on this 8th day of AUG A.D.
 at 9:42 o'clock A.M.
 recorded in Vol. M83 of DEED
 Page 12987
 EVELYN BIEHN County

RECEIVED H. P. TALLI AND W. M. TALLI
HISTORICAL COMMISSION OFFICE
HISTORICAL COMMISSION BUREAU APR 20 1968

Page 12987
EVELYN BIEHN, County
By [Signature]
Fee 8.00

300022

CONNECTICUT—BETHLEHEM

300022 COMINT-SECRET
1000 100 COMINT-SECRET