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27520

CONTRACT—REAL ESTATE

Vol. 118 Page 14522

THIS CONTRACT, Made this 18th day of July, 1983, between Byron J. and Judith A. Gardner

and Wayne and Stella Puett, 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 SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 16, Township 31 South, Range 7 East of the Willamette Meridian.
EXCEPTING THEREFROM the Northerly 30 feet of said property which vendors in deed volume M78 page 16526, reserve as an easement for ingress and egress for themselves and their successors in interest to other property owned by them.

STEVENS-NESS

ACQUITTANCE FOR THE DEED

BYRON J. AND JUDITH A. GARDNER THE SELLERS OF THE LANDS DESCRIBED IN THE FOREGOING DEED

WAYNE AND STELLA PUETT THE BUYERS OF THE LANDS DESCRIBED IN THE FOREGOING DEED

for the sum of Eleven thousand One Hundred Eighty-six Dollars (\$11,186.00) (hereinafter called the purchase price) on account of which five Hundred 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: \$10,686.00) to the order of the seller in monthly payments of not less than Two Hundred Six dollars and Eighty-seven cents Dollars (\$206.87) each, 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 six per cent per annum from July 20, 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.

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 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 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.

Upon payment totaling \$5000.00 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 10 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.

Byron J. and Judith A. Gardner

15443 S. Henrici Rd.

Oregon City, Or. 97045

SELLER'S NAME AND ADDRESS

Wayne and Stella Puett

2580 Crater Lake Ave.

Medford, Or. 97504

BUYER'S NAME AND ADDRESS

After recording return to:

Byron J. Gardner

15443 S. Henrici Rd.

Oregon City, Or. 97045

NAME, ADDRESS, ZIP

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

Byron J. Gardner

15443 S. Henrici Rd.

Oregon City, Or. 97045

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of

SS.

I certify that the within instrument was received for record on the day of 19, at o'clock M., and recorded in book/reel/volume No. on page or as fee/file/instrument/microfilm/reception No. Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By Deputy

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$11,186.00. ☒ For cash ☐ For other consideration (indicate which) ☐

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. If the losing party 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 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 GRS 93.030).

STATE OF OREGON,
County of Jackson ss.
July 31, 1983
Personally appeared the above named
Wayne L. & Stella M.
Piehl
and acknowledged the foregoing instru-
ment to be there voluntary act and deed.

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

....., a corporation,
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.
Before me:

(SEAL)

Before me,
(OFFICIAL SEAL) *William C. Street*
Notary Public for Oregon
My commission expires *1/16/87*

Notary Public for Oregon
My commission expires:

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.

(DESCRIPTION CONTINUED)

STATE OF OREGON
COUNTY OF CLACKAMAS
JULY 28, 1983

PERSONALLY APPEARED THE ABOVE NAMED BYRON J GARDNER AND JUDITH A GARDNER AND ACKNOWLEDGED THE FOREGOING INSTRUMENT TO BE THEIR VOLUNTARY ACT AND DEED.

SIGNED BEFORE ME

BONNIE K. JAMES
NOTARY PUBLIC-OREGON
My Commission Expires 6-30-86

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 29 day of August A.D. 19 83
at 10:54 o'clock A M, and duly
recorded in Vol. M 83 of DEEDS
age 14522

EVELYN BIEHN, County Clerk

By Asst. Sec. Deputy

ee 8.00