

28345

LAND SALE CONTRACTVol. 1183 Page 15875

THIS CONTRACT, made this 8<sup>th</sup> day of September, 1983, between the STATE OF OREGON, represented and acting by the DIRECTOR OF VETERANS' AFFAIRS, hereinafter called the Seller, and ARTHUR L. FRY AND JEANETTE L. FRY, 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 land and premises situated in Klamath County, State of Oregon, to wit:

The N $\frac{1}{2}$  S $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 15, Township 36 South, Range 10 East of the Willamette Meridian, in the County of Klamath, State of Oregon, lying Northwesterly of the Oregon, California and Eastern Railroad Company right of way, EXCEPT THEREFROM that portion lying within the right of way of the O C & E Railroad spur track.

PURCHASE PRICE AND PAYMENT

Buyer agrees to pay the total purchase price for the property of the sum of \$18,000.00, payable as follows:

- A) The sum of \$900.00, as a cash down payment on the subject real property, the receipt whereof is hereby acknowledged;
- B) The remaining balance of \$17,100.00 shall be paid in annual installments of \$1,874.00, or more, each including interest at the VARIABLE rate of 9 percent per annum from the 8<sup>th</sup> day of September, 1983, plus an amount necessary to accumulate the estimated ad valorem taxes, when due and payable for each successive year. The first of said installments to be paid on the first day of October, 1983, and to continue each year thereafter until October 1, 2002, when the full amount of principal, interest, tax advances, and other charges shall be fully paid, such payments to be applied first on the interest, then tax advances, the remainder on the principal.

INTEREST RATE

The annual percentage rate during the term of this contract is variable and shall be the same as that fixed by the Director pursuant to ORS 407.072 and ORS 407.073.

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TRANSFER

The Buyer must obtain prior written consent from the Director to sell, transfer, assign, lease, hypothecate, pledge, mortgage, or in any manner dispose of any of his interest under this Agreement and in the subject real property. The interest rate from the date of transfer shall be the same as that prescribed by ORS 407.073.

POSSESSION

The parties hereto do hereby acknowledge that the purchaser will have possession of the subject property in a due and lawful manner as of the date of this contract.

BUYER FURTHER COVENANTS AND AGREES:

1. Not to permit a vacancy in, nor removal or demolition of, any buildings or improvements now or hereafter existing; to keep all buildings in good repair.
2. Not to permit cutting or removal of any trees without written consent of Seller; not to commit or suffer any waste, nor permit any objectionable or unlawful use of premises.
3. Not to permit any delinquent assessment, liens, or encumbrances to exist at any time.
4. To keep all insurable improvements insured during term of contract against loss by fire and other hazards, in company or companies for the maximum insurable amount, or the contract balance. All policies will be made in the name of the Seller with a contract of sale clause in favor of the Buyer. If Buyer fails to effect insurance, Seller may secure same, add cost to balance and cost shall be a debt due. At Seller's option, proceeds of insurance may be used to repair or replace buildings.
5. At Seller's option, all damages received, under right of eminent domain, or for any security voluntarily released, shall be applied to indebtedness.
6. Seller will apply full amount of each payment (base monthly payment plus one-twelfth of estimated tax) to interest and principal when received. Seller will pay real property taxes when due and add same to principal balance. Monthly payments may change from year to year due to fluctuation of real property taxes.

7. Seller's acceptance of delayed payments or performance shall not constitute a waiver by Seller of strict compliance with the contract.
8. If any action or suit is begun or attorney employed by Seller to enforce any remedy under this contract, Buyer agrees to pay costs, including a title report and attorney's fees.
9. If Buyer fails to make all payments when due or keep all agreements of this contract, Seller shall have the right to declare the Agreement null and void, and all right, title, and interest existing in favor of Buyer shall utterly cease and determine, and premises shall revert, without any declaration, forfeiture, re-entry, or other act, to Seller and without any right of Buyer to reclamation for payments, or improvements, same being considered as liquidated damages for nonperformance of this contract; Seller may without notice or demand, enter premises, repossess same, expel Buyer and those claiming under him, remove his effects without being guilty of trespass, and without prejudice to any other remedies which might be used. Seller may elect to consider this contract as existing and declare immediately due and payable the unpaid purchase price, including taxes, interest, and other charges or advances, by reason of any default of Buyer. Time herein is declared to be of the essence.
10. The property being purchased under this contract is sold in an "as is" condition without warranty. Buyer further agrees to hold Seller harmless from any debts incurred for any repairs or maintenance that may be incurred during the term of this contract.

WAIVER:

Failure by seller at any time to require performance by purchaser of any other provisions hereof shall in no way affect seller's rights hereunder to enforce the same, nor shall any waiver by seller of any breach hereof be held to be a waiver of any succeeding breach, or a waiver of this nonwaiver clause.

WARRANTY DEED:

If Buyer shall make all payments at the time specified and strictly perform all agreements according to the tenor of this contract, then seller will furnish Buyer a Warranty Deed showing marketable title as of the date of this agreement; subject, however, to any vested rights or easements not of record.

PAYMENTS:

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Buyer has the privilege to increase payments, or pay the entire remaining balance hereunder in full, without penalty.

PLURAL AND SINGULAR:

In construing this Agreement, it is understood that the Vendor or Purchaser 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.

Purchaser must pay first annual payment plus estimated taxes at time of closing. If the purchaser fails to pay the annual payment of the first day of October of each successive year, the payment will become monthly and will be due the first day of each month until contract is paid-in-full.

SELLER

15879

IN WITNESS WHEREOF, Seller has caused this contract to be executed in duplicate on its behalf by the Director of Veterans' Affairs, and Buyer has hereunto set his hand and seal.

STATE OF OREGON

BY: Leonard P. Hill  
LEONARD P. HILL - BRANCH MANAGER

Acting for the Director of  
Veterans' Affairs

001854  
STATE OF OREGON

County of Klamath } SS

On this 8<sup>th</sup> day of September, 1983, before me a Notary Public, personally appeared the above named, Leonard P. Hill, acting for the Director of Veterans' Affairs, for the State of Oregon, and acknowledged the foregoing instrument to be his voluntary act and deed.

WITNESS my hand and official seal.

Vicki Wimer  
Notary Public for Oregon  
My Commission Expires: 3-10-87

Arthur L. Fry  
ARTHUR L. FRY - Buyer

Jeanette L. Fry  
JEANETTE L. FRY - Buyer

STATE OF OREGON

County of Klamath } SS

On this 8<sup>th</sup> day of September, 1983, before me a Notary Public personally appeared the above named and acknowledged the foregoing instrument to be their voluntary act and deed.

WITNESS my hand and official seal.

Vicki Wimer  
Notary Public for Oregon  
My Commission Expires: 3-10-87

After recording, return to:

Department of Veterans' Affairs  
124 North 4th Street  
Klamath Falls, Oregon 97601

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

Department of Veterans' Affairs  
Tax Division  
1225 Ferry Street, SE  
Salem, Oregon 97310

STATE OF OREGON

County of Klamath

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I certify that the within  
instrument was received for record  
on the 14th day of Sept, 1983,  
at 1:54 o'clock P.M.,  
and recorded in Book M 83, on page 15875,  
or as file/reel number 28345,  
Record of Deeds of said County.

Witness my hand and seal of  
County affixed.

Evelyn Biehn County Clerk  
Recording Officer

BY: Pam Ann FD  
Deputy

Fee: \$24.00