

31057

STEVENS-NESS LAW PUBLISHING CO., PORTLAND, OR. 97204

CONTRACT—REAL ESTATE

Vol. 183 Page 20437

THIS CONTRACT, Made this 28th day of November, 1983, between  
DIANE KAY ROVER and DALE EKLUND and KIMBERLY EKLUND, Husband and Wife

1 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 attached EXHIBIT "A"

for the sum of Thirty Thousand Dollars (\$30,000.00) on account of which Five Thousand Dollars (\$5,000.00) is paid on the execution hereof (the receipt of which hereby is acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, to-wit: beginning November 15, 1983, monthly payments of \$175.00 are to be made for twenty-four (24) months, after which time the monthly payment on December 15, 1985 shall be \$212.54 with an equal monthly payment on the fifteenth day of each month thereafter until principal and interest are paid in full.

"This instrument does not guarantee that any particular use may be made of the property described in this instrument. A buyer should check with the appropriate city or county planning department to verify approved uses."

All of said purchase price may be paid at any time; all deferred balances shall bear interest at the rate of nine percent per annum from November 7, 1983 until paid, interest to be paid monthly and \* in addition to the minimum regular payments above required. Taxes on said premises for the current tax year shall be prorated between the parties hereto as of this date.

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 Closing 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 \$30,000.00. 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 and become a part of the debt secured by this contract. The seller has exhibited unto the buyer a title insurance policy insuring marketable title in and to said premises in the seller; seller's title has been examined by the buyer and is accepted and approved by him. Contemporaneously herewith, the seller has executed a good and sufficient deed (the form of which hereby is approved by the buyer) conveying the above described real estate in fee simple unto the buyer, his heirs and assigns, free and clear of incumbrances as of the date hereof, excepting the easements, building and other restrictions now of record, if any, and

and has placed said deed, together with an executed copy of this contract and the title insurance policy mentioned above, in escrow with Mountain Title Company, to the order of the buyer, his heirs and assigns, upon the payment of the purchase price and full compliance by the buyer with the terms of this agreement. The buyer agrees to pay the balance of said purchase price and the respective installments thereof, promptly at the times provided therefor, to the said escrow agent for the use and benefit of the seller. The escrow fee of the escrow agent shall be paid by the seller and buyer, in equal shares; the collection charges of said agent shall be paid by the Seller.

\*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. (Continued on reverse)

Diane Kay Rover

SELLER'S NAME AND ADDRESS

Dale Eklund and Kimberly Eklund  
3227 Laverne  
Klamath Falls, Oregon 97601

BUYER'S NAME AND ADDRESS

MOUNTAIN TITLE COMPANY INC.  
NAME, ADDRESS, ZIP

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

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of ss.

I certify that the within instrument was received for record on the day of 1983, 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

**any business**

The true and actual consideration for the purchase of the above described property is the sum of \$10,000.00, which is the sum of money paid by the buyer to the seller, and the seller has received the same in full payment of the purchase price of the above described property. The true and actual consideration for the purchase of the above described property is the sum of \$10,000.00, which is the sum of money paid by the buyer to the seller, and the seller has received the same in full payment of the purchase price of the above described property.

In case suit is instituted to foreclose this contract or to enforce any provision hereof, the buyer agrees to pay such sum as the trial court may adjudge reasonable as attorney's fees to be allowed plaintiff, and if an appeal is taken from any judgment or decree of such 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 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, successors in interest and assigns as well.

The parties hereto have executed this instrument in triplicate; if either of the un-

by its officers duly authorized there  
Deane K. Rover

1 of directors.  
Dale Ekland  
Kimberly Ekland  
(93.030).

STATE OF OREGON

County of DE  
11-26

STATE OF OREGON, County of \_\_\_\_\_) ss.

Personally appeared .....

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 \_\_\_\_\_.

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

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:

(OFFICIAL  
SEAL)

Notary Public for Oregon

My commission expires .....

**Notary Public for Oregon**

**My commission expires:**

Section 4 of Chapter 618, Oregon Laws 1975, provides:

"(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 owner of the title being conveyed. Such instruments, or a memorandum thereof, shall be recorded by the conveyer not later than 15 days after the instrument is executed and the parties are bound thereby.

"(2) Violation of subsection (1) of this section is a Class B misdemeanor."

(DESCRIPTION CONTINUED)

[illegible]

CONFIDENTIAL

MALEBESSEIN AREA IN CONNECTION WITH THE MARIANA CAMPAIGN AND RECONSTRUCTION OF THE AREA.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED EXCEPT WHERE SHOWN OTHERWISE

DATE: 11/10/68  
TO: COMNAVFORV, WEST PT  
FROM: SAC, NEW YORK  
SUBJECT: [REDACTED]  
RE: [REDACTED]

07024

0044901-2227 EMBL 1

**DOI** 10.1002/jbm.b.10769

20439

EXHIBIT "A"

Legal Description:

Lot 12 in Block 2 of THIRD ADDITION TO ALTAMONT ACRES, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon, EXCEPTING THEREFROM the Southerly 100 feet thereof.

SUBJECT TO:

1. The premises herein described are within and subject to the statutory powers, including the power of assessment, of Klamath Irrigation District.
2. Assessments, if any, due to the City of Klamath Falls for water use.
3. The premises herein described are within and subject to the statutory powers, including the power of assessment, of South Suburban Sanitary District.
4. Subject to the terms and provisions of an Agreement dated May 25, 1972 and recorded May 25, 1972 in Volume M72, page 5592, Microfilm Records of Klamath County, Oregon, for 25 foot roadway easement over and across Lot 14, Block 2, Third Addition to Altamont Acres.
5. The effect, if any, of an easement 20 feet in width over the Easterly side of the Southerly 100 feet of said Lot 12 as described in instrument recorded October 11, 1974 in Volume M74, page 13362, Microfilm Records of Klamath County, Oregon.
6. Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a Mobile Home and any interest or liens disclosed thereby.

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

on this 29th day of Nov A.D. 19 83  
at 10:27 o'clock A M, and duly  
recorded in Vol. M83 of Deeds  
Page 20437  
EVELYN BIEHN, County Clerk  
By Larry Smith, Deputy  
Fee 12.00