

TN 33963

K-36871
CONTRACT—REAL ESTATE

Vol. M84 Page 3141

THIS CONTRACT, Made this 28 day of February, 1984, between
 JACKIE W. WEGNER AND SHERI L. WEGNER, husband and wife
 and STEVE KIESEL AND TONI L. KIESEL, husband and wife,

hereinafter called the seller,
 hereinafter called the buyer,
 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 the NW $\frac{1}{4}$ of Section 1, Township 40 South,
 Range 7 East of the Willamette Meridian, more particularly described
 on the reverse.

Subject to reservations, restrictions, and rights of way of record and
 those apparent upon the land; And Agreement, including the terms and
 provisions thereof between David L. Buckingham et ux and Jackie W. Wegner
 et ux dated August 11, 1977 recorded August 17, 1977 in Vol M77 page 15020
 and re-recorded October 20, 1977 in Vol M77 page 20170; AND Agreement
 for ingress and egress, including the terms and provisions thereof, dated
 February 21, 1983, recorded February 21, 1984 in Vol M84 page 2713, re-
 cords of Klamath County, Oregon.

Five Hundred

for the sum of --Twenty-Three Thousand Dollars and no/100-- Dollars (\$23,500.00)
 (hereinafter called the purchase price) on account of which Four Thousand dollars and no/100--
 Dollars (\$4,000.00) 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: \$19,500.00) to the order of
 the seller in monthly payments of not less than Two Hundred Sixty Five dollars and no/100--
 Dollars (\$265.00) each,

payable on the 28th day of each month hereafter beginning with the month of March, 1984,
 and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all de-
 ferred balances of said purchase price shall bear interest at the rate of 10 per cent per annum from Feb 28,
 1984 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.

(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 February 28, 1984, 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; 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 30 days from the date hereof, he will furnish unto buyer a title insurance policy in-
 suring (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 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.

Mr. and Mrs. Jackie W. Wegner
 P.O. Box 2
 Keno, Oregon 97627

SELLER'S NAME AND ADDRESS

Mr. and Mrs. Steve Kiesel
 P.O. Box 23
 Klamath Falls, OR 97601

BUYER'S NAME AND ADDRESS

After recording return to:

Klamath County Title Co.
 #

NAME, ADDRESS, ZIP

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

Mr. and Mrs. Steve Kiesel
 P.O. Box 23
 Klamath Falls, OR 97601

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of _____

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

Witness my hand and seal of
 County affixed.

NAME

TITLE

By _____

Deputy

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 20 days of the time limited therefor, or fail to keep the whole unpaid principal balance of said purchase price with 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, (3) to withdraw said deed and other documents from escrow and/or (4) 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 as against the seller hereunder shall utterly cease and terminate and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and revert in said seller without any act 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 premises up to the time of such default. And the said seller, in case of such default, shall have the right immediately, or at any time thereafter, to enter 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.

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

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 23,500.00. However, the actual consideration consists of or includes the property now being given or promised which is part of the sum as the trial court may adjudge reasonable as attorney's fees to be allowed the prevailing party in said suit or action and if an appeal 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 the prevailing party'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, 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.

Jackie W. Wegner
Steve Kiesel
Toni L. Kiesel

Steve Kiesel
Toni L. Kiesel

STATE OF OREGON,
 County of Klamath
 February 28, 19 84

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

Personally appeared the above named:
 Jackie W. Wegner, Sheri L. Wegner, Steve Kiesel & Toni L. Kiesel, and acknowledged the foregoing instrument to be their voluntary act and deed.

_____ 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 _____

NOTARY PUBLIC
 OFFICIAL SEAL
 Notary Public for Oregon
 My commission expires 8/27/87

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:
 Notary Public for Oregon
 My commission expires: _____ (SEAL)

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 conveyer of the title to be 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.
 ORS 93.990(2) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

The following described real property situated in Klamath County, Oregon.

A parcel of land situated in the NW $\frac{1}{4}$ of Section 1, Township 40 South, Range 7 East of the Willamette Meridian, more particularly described as follows:
 Beginning at a 1/2 inch iron pin on the North line of said Section 1, from which the Northwest corner of said Section 1, bears N. 89°18'17" W. 1227.05 feet; thence S. 89°18'17" E. along said section line a distance of 430.0 feet to a 1/2 inch iron pin; thence South a distance of 410.0 feet; thence N. 89°18'17" W. a distance of 430.0 feet; thence N. 0°19'02" E. a distance of 410.0 feet to the point of beginning.

TOGETHER WITH an easement for ingress and egress 16 feet in width, being East of and adjacent to the Westerly boundary of the following described property:

A parcel of land situated in the NW $\frac{1}{4}$ of Section 1, Township 40 South, Range 7 E.W.M., more particularly described as follows:
 Beginning at a point which bears S. 89°18'17" E. a distance of 1227.05 feet and S. 0°19'02" W. a distance of 410.0 feet from the Northwest corner of said Section 1; thence S. 89°18'17" E. a distance of 50.0 feet; thence S. 0°19'02" W. a distance of 613.26 feet to a 1/2 inch iron pin on the centerline of an Old Wagon Road; thence S. 59°19'40" W. along said centerline a distance of 41.96 feet; thence S. 40°10'34" W. along said centerline a distance of 21.89 feet; thence N. 0°19'02" E. a distance of 651.99 feet, more or less to the point of beginning.

STATE OF OREGON: COUNTY OF KLAMATH:ss
 I hereby certify that the within instrument was received and filed for record on the 28th day of February A.D., 1984 at 1:07 o'clock P.M. and duly recorded in Vol. M84, of Deeds on page 3141.

Fee \$ 8.00

EVELYN BIEHN, COUNTY CLERK
 by *[Signature]* Deputy