

42941

CONTRACT-REAL ESTATE

Vol. M84 Page 18913

THIS CONTRACT, Made this 1st day of October 1984, between ROBERT L. HARRIS and FRANCES J. HARRIS, husband and wife, and VITO VITARBO

WITNESSETH: That in consideration of the mutual covenants and agreements herein contained, 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. A parcel of land situated in the SE 1/4 of Section 16, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a 5/8" iron rod on the Western right of way line of Oregon State Highway No. 97, said iron rod being North 89°19'39" West 467.89 feet and North 01°51'20" East 639.07 feet from the Southeast corner of said Section 16; thence North 89°19'39" West 698.00 feet to a 5/8" iron rod; thence South 13°31'05" West, 306.61 feet to a 5/8" iron rod on the Northern line of that property conveyed to Charles A. Farley and wife by Deed recorded November 6, 1980 in volume M80, page 21566, Microfilm Records of Klamath County, Oregon; thence South 89°19'39" East along said Northern line, 760.00 feet to a 5/8" iron rod on said Western right of way line of Highway No. 97; thence North 01°51'20" East along said Western right of way line of Highway No. 97, 299.00 feet to the point of beginning.

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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.

for the sum of Fifteen Thousand and no/100 Dollars (\$15,000.00) (hereinafter called the purchase price) on account of which Two Thousand and no/100 Dollars (\$2,000.00) 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: \$13,000.00) to the order of the seller in monthly payments of not less than One Hundred Twenty Five and no/100 Dollars (\$125.00) each,

payable on the 5th day of each month hereafter beginning with the month of November 1, 1984, 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 10 per cent per annum from October 1, 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. The buyer shall be entitled to possession of said lands on October 1, 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... 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.

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, each 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.

ROBERT L. & FRANCES J. HARRIS, HC -63, Box 240, Chiloquin, Oregon, 97624

VITO VITARBO, P. O. Box 192, Fish-Kill, New York, 12524

After recording return to:

Mountain Title Co.

NAME, ADDRESS, ZIP

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

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 document/tee/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 any agreement herein contained, then the seller at his 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 determine, and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and vest 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.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$15,000.

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 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.

X Vito Vitale Buyer X Robert L. Harris Sellers  
X Frances J. Harris

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, )  
County of Klamath ) ss.  
1987

Personally appeared the above named Robert L. Harris & Frances J. Harris, husband and wife,

and acknowledged the foregoing instrument to be their voluntary act and deed.

Before me: Kristin L. Redd  
(OFFICIAL SEAL)  
Notary Public for Oregon  
My commission expires 11/16/87

STATE OF OREGON, County of ) ss.  
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,  
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: (SEAL)  
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(8) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

Put Notary Seal for Buyer Here.

County of Dutchess  
State of New York  
Vito Vitale came personally before me

Notary Public  
Notary Public State of New York  
No. 2152765  
Qualified in Dutchess County  
Commission Expires March 31, 1988

NOTARY PUBLIC  
18913

TOGETHER WITH the following appurtenant easements:

The first easement being over and across an existing 60.0 feet wide road easement as described in Klamath County deed records M80-21566.

The second easement being a strip of land 30.0 feet wide lying 15.0 feet on each side of the following described centerline:

Commencing at the southeast corner of Section 16, Township 34 South, Range 7 East of the Willamette Meridian, Klamath County, Oregon; thence N.89°19'39"W. along the south line of said Section 16 a distance of 467.89 feet to a point on the west right-of-way line of Oregon State Highway No. 97; thence N.01°51'20"E. along said west right-of-way 340.07 feet to a 5/8" iron rod marking the southeast corner of Parcel No. 3 of Major Partition No. 58-83; thence continuing N.01°51'20"E. 60.01 feet; thence N.89°19'39"W. 15.00 feet to a point on the north line of the above described 60.0 foot easement, said point being the TRUE POINT OF BEGINNING of this 30.0 foot easement; thence N.01°51'20"E. 500.94 feet along a line 15 feet westerly from and parallel with the east line of Parcels 3 and 2 of said Major Partition; thence Northwesterly a distance of 79.57 feet along the arc of a 50 foot radius curve concave to the southwest (the central angle of said curve being 91°10'59"); thence from and parallel with the north line of said Parcel 2; thence N.89°19'39"W. 183.63 feet along a line 15 feet southerly a distance of 104.40 feet along the arc of a 100.00 foot radius curve concave to the South (the central angle of said curve being 59°48'51"); thence S.58°25'13"W. 203.14 feet; thence S.13°31'05"W. 509.15 feet, along a line 15 feet easterly from and parallel with the west line of said Parcels 2 and 3, to a point on the north line of the above described 60.0 foot easement, said point being the terminus of this 30.0 foot easement and lying N.89°19'39"W. 717.17 feet from the true 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 7th day of November A.D., 1984 at 11:36 o'clock A M, and duly recorded in Vol M84 of Deeds on page 18913

Fee: \$ 12.00 Index: \$1.00

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