

CA

43839

**CONTRACT—REAL ESTATE**

Vol. 1184 Page 20376

THIS CONTRACT, Made this 15th day of November, 19 84, between  
Fred W. Koehler, Jr.

and Michael C. Carr and Alanna K. Carr, husband and wife <sup>hereinafter called the seller,</sup>

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:

Lot 28, Block 1, RAINBOW PARK ON THE WILLIAMSON, according to the official plat thereof. Together with an undivided 1/60th interest in Lots 4 & 5 in block 1 of said addition.

SUBJECT TO: Public Rights in Williamson River; Easements and Rights of way of record; Reservations, restrictions, and conditions shown on the plat and in the Dedication of RAINBOW PARK ON THE WILLIAMSON; and to Declaration of Conditions and Restrictions dated September 9, 1964, and recorded September 11, 1964, in Vol. 356 at Page 116 of Klamath County, Oregon, Deed Records, which said Conditions and Restrictions Vendees take subject to and covenant and agree to fully observe, perform and comply with and which shall be appurtenant to and run with the premises herein sold;

for the sum of Twenty-nine Thousand ----- Dollars (\$ 29,000.00)  
(hereinafter called the purchase price) on account of which Five Thousand -----  
Dollars (\$5,000.00 ) 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: \$ 24,000.00 ) to the order of  
the seller in monthly payments of not less than Two Hundred Fifty -----  
Dollars (\$250.00 ) each, or more with all unpaid principal and interest due  
in 10 years from contract date.

payable on the 15th day of each month hereafter beginning with the month of December 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 Date of contract until paid, interest to be paid concurrently and \* ~~10 per cent~~ 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 to be primarily for business purposes, to be used as follows:

primarily for owner's personal, family household or agricultural purposes

The buyer shall be entitled to possession and use of the premises on November 15, 1984 and may retain such possession and use as he is not in breach of the terms of the contract. The Buyer agrees that at all times he will keep the premises and the building and all hereafter erected thereon in good and safe repair and will not allow the same to become dilapidated or damaged. The Buyer agrees that he will keep said premises free from encumbrances and all taxes and pay all taxes hereon and interest and property taxes on all improvements made on the premises and on all hereafter erected and may be imposed now and hereafter and on all of the same or any part thereof. The Buyer agrees that at buyers expense he will insure and keep insured all buildings now or hereafter erected on said premises against fire and damage by fire with extended coverage in an amount not less than \$ None and in such sums as may be required by the order with 15% deductible for the owner and then the Buyer as their respective interests so require and all policies of insurance to be effected on the premises shall be in the name of the Buyer and the Buyer shall pay the premium and the charges of it to procure and pay for such insurance. The order may do so and any payment by the owner shall be subject to the order and the order shall be binding on the Buyer and the Buyer shall be bound by this contract and shall bear interest at the rate addressed without waiver. However if any right arising to the seller to buyers breach of the contract

The seller agrees that at his expense and within 30 days from the late heretofore, he will furnish unto buyer a title insurance policy in writing in an amount equal to said purchase price, a general release in and to said premises in the seller in 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 at 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 the simple unto the buyer, his heirs and assigns, free and clear of encumbrances as of the 1st day of May 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 at such time it 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 Farm No. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Ness Farm No. 1307 or similar.

Fred W. Koehler, Jr.

P.O. Box 332

Chiloquin, OR 97624

SELLER'S NAME AND ADDRESS

Michael C. and Alanna K. Carr

22 North Street

Woodland, CA 95695

THE SAME AND ACTING

After recording return to:

Mountain Title Company

407 Main Street

Klamath Falls, OR 97601

SAME ADDRESS 2 P

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

Michael C. and Alanna K. Carr

22 North Street

Woodland, CA 95695

NAME, ADDRESS, ZIP

STATE OF OREGON.

1.55

County of \_\_\_\_\_

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/instru-  
ment/microfilm/reception No. \_\_\_\_\_,  
Record of Deeds of said county.

Witness my hand and seal of  
County affixed.

2488



Deputy

[illegible]

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.

It is understood that a prior contract of sale, as

It is hereby agreed and understood that a prior contract of sale, as reflected on the title report between Frank W. & Jane A. Ohlund to Fred W. Koehler, Jr., will be paid in full prior to consummation of this agreement and that buyers above assume no responsibility or liability for the payment thereof.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 29,000

In case suit or action is instituted to enforce the 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 to the 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.

It is understood that the seller or the buyer may be more than one person or a corporation, that all the context so requires, and that all grammatical changes

In construing this contract, it is understood that the writer 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 here 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, assigns, administrators, personal representatives, successors in interest and assigns as well.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals, and have signed the foregoing instrument, this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_.

This agreement shall bind and inure to the benefit of all the circumstances may require, and their 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.

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.

Fred W. Koehler  
Michael C. Carr  
Alanna K. Carr

NOTE—The sentence between the symbols  $\odot$ , if not applicable, should be deleted. See OES 93.0301

STATE OF OREGON.

County of \_\_\_\_\_

OREGON. }  
Klamath } 33.  
11/23 1984

Personally appeared the above named  
Michael C. Carr & Alanna K.  
Carr, husband & wife

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

(OFFICIAL  
SEAL)

Notary Public for Oregon  
My commission expires \_\_\_\_\_

11/16/87

STATE OF OREGON, County of

December 4

Personally appeared Fred W. Koehler, Jr. 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~~ ~~reason of~~

~~and that the said affiant to the best of his information is the president of and corporation and that said instrument was signed and sealed in behalf of said corporation by instrument of its board of directors; and said affiant believed said instrument to be its voluntary act and deed~~

Notary Public for Oregon  
My commission expires: 11/16/87

(SEAL)

ORS 93.035 (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 31.615 is punishable, upon conviction, by a fine of not more than \$100.

DESCRIPTION CONTINUED)

STATE OF OREGON,  
County of Klamath

Filed for record at request of

on this 5th day of December A.D. 19 34

at 11:00 o'clock 4 M. and due

recorded in Vol. 236 of Deeds

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**EVELYN BIEHN, County Clerk**

By Wm. Smith Deputy

500 9.27