

TN

43846

CONTRACT-REAL ESTATE

Vol. 181 Page 20386

THIS CONTRACT, Made this 26th day of September, 1983, between
 Alfred A. Allen and Jacqueline H. Allen

and Patti Hediger

hereinafter called the seller,

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 lands and premises situated in Klamath County, State of Oregon, to-wit:

PARCEL 1. Starting point 20 feet East of the Northwest corner of the Southeast 1/4 of the South east 1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; going South 220 feet; thence East 112 feet; thence North 220 feet; thence West 112 feet to the starting point. EXCEPTING THEREFROM THE North 20 feet thereof.

PARCEL 2. The South 200 feet of the West 10 feet of the following: Starting point 992 feet West of Northeast corner of Southeast 1/4 of Southeast 1/4 of Section 13, Township 23 South, Range 9 East of the Willamette Meridian, Klamath County, Oregon; thence going West 198 feet; thence South 290 feet; thence East 198 feet; thence North 220 feet to the starting corner.

for the sum of Four Thousand Seven Hundred Fifty & no/100 - Dollars (\$4,750.00) (hereinafter called the purchase price) on account of which One Thousand & no/100 (\$1,000.00) 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: \$3,750.00) to the order of the seller in monthly payments of not less than One Hundred One & no/100 Dollars (\$101.00) each,

payable on the 1st day of each month hereafter beginning with the month of November, 1983, 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, 1983 until paid, interest to be paid monthly and * in addition to 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 the buyer's personal, family, household or agricultural purposes;

(B) for an organization or, even if buyer is a natural person, for business or commercial purposes other than agricultural purposes.

The buyer shall be entitled to possession of said lands on October 1, 1983, and may remain 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 to be made thereon; 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 fees 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 to the extent of 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. If at the time of the buyer's default, any such loss or damage shall occur, the buyer shall be liable to pay any such loss or damage, together with all 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 from the buyer's breach of contract.

The seller agrees that at his expense and within five days from the date hereof, he will furnish and maintain a title insurance policy insuring for an amount equal to said purchase price, marketable title in and to said premises in the seller or his assigns; that upon the date of this agreement, save and except the usual printed exceptions and the building and other restrictions and easements in it, if recorded, 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 fees, 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.

A. A. Allen
 575 South A Street
 Springfield, Oregon 97477

Patti Hediger
 P.O. Box 63
 Goshen, Oregon 97401

After recording return to:

A. A. Allen
 575 South "A" Street
 Springfield, OR 97477

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

Patti Hediger
 P.O. Box 63

Goshen, OR 97401

STATE OF OREGON,

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/instrument/microfilm reception No. _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

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 as 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 remain 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 payment had never been made, and in case of such default all payments thereon 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 \$4,750.00. However, the actual consideration consists of or includes other property or value given or promised which is part of the consideration indicated which:

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 and the feminine, 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.

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

STATE OF OREGON,)

County of Lane) ss.
September 27, 1983

Personally appeared the above named
Alfred A. Allen,
Jacqueline H. Allen & Patti
Hediger

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

(OFFICIAL
SEAL)

Before me:

Notary Public for Oregon
My commission expires 5/31/85

STATE OF OREGON, County of)

Personally appeared

each for himself and not one for the other, d.d say that the former is the president and that the latter is the secretary of

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(3) Violation of ORS 93.635 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 84
at 2:10 o'clock P. M. and duly
recorded in Vol. 1034 of Deeds
Page 20386
EVELYN BEHIL, County Clerk
By [Signature] Deputy
Fee 9.00