

THIS CONTRACT, Made this 27th day of December, 1984, between
JESALEE FOSTERLING and GRANVILLE B. CURTIS, SR. and DIANNE R. CURTIS, husband and wife

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:

Lots 13, 14 and 15 in Block 8 of North Bly and the north 10 feet of vacated Marvin Street, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon.

Also known as Tax Lots 600 and 700, Block 8, SE/4 SE/4 Section 34, T36S, R14E, Klamath County, Oregon.

for the sum of FIFTEEN THOUSAND and No/100 Dollars (\$ 15,000.00) (hereinafter called the purchase price) on account of which FIVE THOUSAND and No/100 Dollars (\$ 5,000.00) is paid on the execution hereof (the receipt of which is hereby acknowledged by the seller), and the remainder to be paid at the times and in amounts as follows, to-wit: The remainder is to be paid in monthly installments of not less than \$215.00 beginning January 27, 1985, and continuing on the 27th day of each month thereafter until December 27, 1989, at which time the entire balance, including principal and accrued interest, shall be due and payable. Buyers may prepay the amounts due hereunder in whole or in part at any time without penalty.

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 payments shall bear interest at the rate of ten (10) per cent per annum from December 27, 1984 until paid, interest to be paid monthly and a third included in 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.

The buyer shall be entitled to possession of said lands on December 27, 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 other damage to the premises or the buildings, now or hereafter erected thereon, and will pay all taxes hereafter levied against said property, as well as all water costs, public charges and municipal fees which may be levied or assessed 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 the full insurable value of insurance to be delivered as soon as insured to the escrow agent hereinafter named. Now if the buyer shall fail to pay any such taxes, water costs, 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 recovery of the debt examined by the buyer and is accepted and approved by him. Contemporaneously herewith, the seller has executed a good and sufficient deed (the copy of which hereby is attached to the instrument) conveying the above described real estate unto the buyer, his heirs and assigns, free and clear of encumbrances 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 escrow agent, with instructions to deliver said deed, together with the fire and title insurance policies, 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 Buyer.

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.

Jesalee Fosterling
 2661 NW Lovejoy
 Portland, OR 97210

SELLER'S NAME AND ADDRESS

Granville B. Curtis, Sr., et ux
 PO Box 92
 Bly, OR 97622

BUYER'S NAME AND ADDRESS

After recording return to:

KCTC - Escrow #

NAME, ADDRESS, ZIP

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

Granville B. Curtis, Sr., et ux.
 PO Box 92
 Bly, OR 97622

NAME, ADDRESS, ZIP

STATE OF OREGON,

County of CLATSOP

I certify that the within instrument was received for record on the day of December, 1984.

at 10 o'clock AM, and recorded in book 762 volume No. 1 on page 1 of a document fee file/instrument microfilm No. 1

Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

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 any other documents from escrow and to execute this contract by writ in equity, and in any of such cases, all rights and interest created or then existing in favor of the buyer as stated 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 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 therein 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 \$ 15,000.00

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.

Jessalee Fosterling
Granville B. Curtis, Sr.
Dianne R. Curtis

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

STATE OF OREGON,)
County of Multnomah) ss.
December 19, 1984.

Personally appeared the above named
Jessalee Fosterling
and acknowledged the foregoing instrument to be her voluntary act and deed.

Before me:
(OFFICIAL SEAL)
Notary Public for Oregon
My commission expires 12/27/86

STATE OF OREGON, County of) ss.

Personally appeared
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:
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 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)

WITNESS:

State of Oregon
County of Klamath) ss.

December 28, 1984

Personally appeared the above-named Elizabeth Merkley, personally known to me to be the same person who was a subscribing witness to the foregoing instrument, who, being sworn, stated that she resides at Campbell Road, Bly, Oregon, and that she knew Granville B. Curtis, Sr. and Dianne R. Curtis, husband and wife, the persons described in and who executed the foregoing conveyance, and he acknowledged said instrument to be their voluntary act. Before me.

Notary Public for Oregon
My Commission expires 8/27/87

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 December A.D., 1984 at 3:08 o'clock P M, and duly recorded in Vol 1984 of Deeds on page 21593

Fee: \$ 9.00

EVELYN BIENN, COUNTY CLERK
by: Pamela Hollock, Deputy