

TN 45043

CONTRACT—REAL ESTATE

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THIS CONTRACT, Made this 2nd day of August

Larry G. Weathers and Jo Ann M. Weathers, husband and wife

and Lester J. Foster and Nancy L. R. Foster, husband and wife.

WITNESSETH: That in consideration of the mutual covenants and agreements herein 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 N $\frac{1}{2}$ NE $\frac{1}{4}$ Section 7, Township 36 South, Range 13 East of the Willamette Meridian, Klamath County, Oregon, more particularly described as follows:

Beginning at a point which lies North 89° 57' 11" ^{EAST sec} West a distance of 2524.57 feet from the Northwest corner of said Section 7; thence North 89° 57' 11" East 843.42 feet to a 5/8 inch iron rod; thence South 00° 00' 33" East 1323.27 feet to a 5/8" iron rod; thence South 89° 59' 33" West 853.24 feet to a 5/8" iron rod; thence center North 1/16 corner); thence North 00° 24' 56" East 1324.10 feet to the point of beginning.

THIS DOCUMENT IS BEING RE-RECORDED TO CORRECT THE LEGAL DESCRIPTION.

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 Ten Thousand two hundred fourty and no/100---Dollars (\$10,240.00.) (hereinafter called the purchase price) on account of which five hundred and no/100----- Dollars (\$500.00 ----) 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: \$9,740.00-----) to the order of the seller in monthly payments of not less than one hundred twenty seven and no/100----- Dollars (\$127.10 ----) each, the first payment due 30 days after closing, on the 10th day of September, 1984 payable on the 10th day of each month hereafter beginning with the month of September-----, 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 11 per cent per annum from August 10, 1984 until paid, interest to be paid monthly and * in addition to 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

The buyer shall be entitled to possession of said lands on August 1958 or even if a 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 or before August 1, 1984, and may retain such possession so long as thereon, in good condition and repair and will not suffer, permit any waste or strip thereof; that he will defend against any such liens and save the seller harmless therefrom and reimburse the seller for all costs and attorney's fees incurred by the seller in defending against any such liens; that he will not take hereafter levied against said property, as well as water rents, public charges and municipal liens, and after 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 \$ na 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 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, and except the usual policy exceptions and the building and other restrictions and encumbrances of record, if any. Seller also agrees that when this agreement, save and except the usual policy exceptions and the building and other restrictions and encumbrances of record, if any, is delivered to the buyer, he hereby assigns, free and clear of all encumbrances as of the date hereof and free and clear of all charges to assumed by the buyer and further excepting all liens and encumbrances created by the buyer or his assigns.

(Continued on reverse)

(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, 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.

Larry and Jo Ann M. Weathers

SELLER'S NAME AND ADDRESS

Lester J. Foster and Nancy Foster

BUYER'S NAME AND ADDRESS

After recording entry 82,

Aspen Title Company - 8
600 Main Street
Klamath Falls, OR 97601

NAME ADDRESS ZIP

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

Lester J. Foster & Nancy Foster
9161 Lark Avenue
Elk Grove, CA 95624

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

Witness my hand and seal of
County affixed.

NAMES

TITLE

By _____ Deputy

85-111-1113 42

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 30 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 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 the 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 money 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 covenants 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 of a waiver of the provision itself.

Purchasers to pay taxes and provide proof of payment to sellers. Purchasers are restricted from cutting over 25% of the timber without obtaining written permission from sellers first. Purchasers may not remove over twenty-five percent of timber without first obtaining permission from sellers.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$10,240.00. (However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration (indicate 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, the feminine and the neuter, and that generally all grammatical changes shall be made, assured 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.

Larry G. Weathers
Larry G. Weathers
Jo Ann M. Weathers

NOTE: The sentence between the symbols (1), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON, California)
 County of Sacramento ss.
 August 9, 1984

Personally appeared the above named
Larry G. Weathers and
Jo Ann M. Weathers

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

STATE OF OREGON, California)
 County of Sacramento ss.
 August 20, 1984

Personally appeared Lester J. Foster and
Nancy L. R. Foster 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

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:
Linda K. Mello (SEAL)
 Notary Public for Oregon
 My commission expires: May 5, 1987

Before me:
 (OFFICIAL SEAL) Gene V. Liden
 Notary Public for Oregon
 My commission expires: 2/3/86

ORS 93.035 (5) 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, shall be acknowledged, in the manner provided for acknowledgment of deeds, by the conveyer of the title to be conveyed, such instruments, if 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 93.036 Violation of ORS 93.035 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

GENERAL ACKNOWLEDGMENT

State of California ss.
 County of Sacramento

On this the 20 day of August 19 84 before me,

the undersigned Notary Public, personally appeared

Lester J. Foster & Nancy L. R. Foster

☐ personally known to me
☒ proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) are subscribed to the within instrument, and acknowledged that they executed it.

WITNESS my hand and official seal.

Linda K. Mello
 Notary's Signature

OFFICIAL SEAL
 LINDA K. MELLO
 NOTARY PUBLIC - CALIFORNIA
 SACRAMENTO COUNTY
 My Comm Expires May 5, 1987

STATE OF OREGON: COUNTY OF KLAMATH: ss
 I hereby certify that the within instrument was received and filed for record on the 23 day of August A.D., 1984 at 3:44 o'clock P.M. and duly recorded in Vol M84, of Deeds

Fee: \$ 8.00

EVELYN BIEHN, COUNTY CLERK
 by: R. Smith Deputy

INDEXED
 FILED
 AUG 23 1984
 CLERK'S OFFICE
 CLERK
 DEPUTY

STATE OF OREGON,)
County of Klamath)
Filed for record at request of

on this 14th day of January A.D. 19 85
at 3:42 o'clock P M, and duly
recorded in Vol. M85 of Deeds
Page 809

EVELYN BIEHN, County Clerk

By *Ram Smith* Deputy

Fee 13.00