

75490

Vol. 185 Page 1653

THIS CONTRACT, Made this 1st day of February, 1985, between
Ricky L. Segelson and Saralee C. Segelson

and Craig C. Curtis and Cheryl L. 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:

Lot 13, Block 9, Jack Pine Village.

- *NOTE: 1. If \$300.00 per month payment is not received 45 days after due date, property will revert back to seller.
2. Checks that are returned for non sufficient funds will be charged \$50.00. Balance of loan must then be paid by cashiers or certified check.

These two items add per letter of instruction from seller dated 22 January 1985.
for the sum of Twenty Seven Thousand Five Hundred and no/100 Dollars (\$27,500.00) (hereinafter called the purchase price) on account of which Two Thousand Five Hundred and no/100 Dollars (\$2,500.00) 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: \$25,000.00) to the order of the seller in monthly payments of not less than Three Hundred and no/100 Dollars (\$300.00) each.

payable on the 1st day of each month hereafter beginning with the month of March, 1985, 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 1 Feb. 1985 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.
(B) for investment or business purposes.
The buyer shall be entitled to possession of said lands on 1 Feb. 1985, 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 paid 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 \$27,500.00 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 0 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 as 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-Nease Form No. 1308 or similar. If the contract becomes a first lien to finance the purchase of a dwelling use Stevens-Nease Form No. 1307 or similar.

Ricky L. & Saralee C. Segelson
10301 Geneva
Garden Grove, Ca. 92640
SELLER'S NAME AND ADDRESS

Craig C. & Cheryl L. Curtis
P.O. Box 403
Gilchrist, Ore. 97737
BUYER'S NAME AND ADDRESS

After recording return to:

Pine Forest Escrow, Inc.
P.O. Box 685
La Pine, Ore. 97739
NAME ADDRESS, ZIP

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

Craig C. & Cheryl L. Curtis
P.O. Box 403
Gilchrist, Ore. 97737
NAME ADDRESS, ZIP

STATE OF OREGON,

County of

I certify that the within instrument was received for record on the day of 1985, 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

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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 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 interests 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 vest in said seller without any act of conveyance, 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.

A 10% late charge to be collected if 10 days late from due date.

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 27,500.00. However, the actual consideration consists of or includes other property or value given or promised which is ~~the whole~~ consideration (indicate which). (1)

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 pronouns 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.

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.

Robert L. Gephart
Charles A. Gephart
Cheryl Curtis

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

STATE OF OREGON,

County of Seaside ss.
29 Jan. 1988

Personally appeared the above named

Cheryl Curtis and
Charles A. Curtis
 and acknowledged the foregoing instrument to be their voluntary act and deed.

NOTARY PUBLIC
 OFFICIAL SEAL
Charles L. Smith
 Notary Public for Oregon
 My commission expires 4/29/88

STATE OF OREGON, County of _____ ss.

Personally appeared _____, 19____

_____ and
 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.

Notary Public for Oregon
 My commission expires: _____

(SEAL)

ORS 93.435 (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 93.390 (3) Violation of ORS 93.435 is punishable, upon conviction, by a fine of not more than \$100.

STATE OF CALIFORNIA

COUNTY OF Orange ss.

On January 25, 1985 before me,

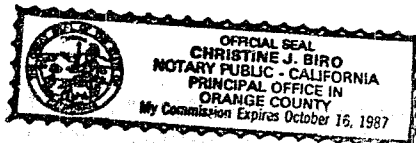
the undersigned, a Notary Public in and for said County and State, personally appeared SARALEE GALE SEGELSON

_____ known to me
 to be the person whose name LS subscribed to the
 within instrument and acknowledged that she executed the
 same.

Christine J. Biro



FOR NOTARY SEAL OR STAMP



1655

STATE OF CALIFORNIA

COUNTY OF Orange

} SS.

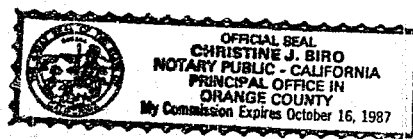
On January 25, 1985 before me,
 the undersigned, a Notary Public in and for said County and State,
 personally appeared RICKY LEE

SEGE LSON

_____ known to me
 to be the person _____ whose name is subscribed to the
 within instrument and acknowledged that he executed the
 same.

Christine J. Biro

FOR NOTARY SEAL OR STAMP



STATE OF OREGON,)
 County of Klamath)

Filed for record at request of

on this 30th day of January A.D. 19 85
 at 3:31 o'clock P M, and duly
 recorded in Vol. M85 of Deeds

Page 1653

EVELYN BIEHN, County Clerk

By Tom Smith DeputyFee 13.00