

RETURN TO
OREGON STATE HIGHWAY DIVISION
RIGHT OF WAY SECTION
STATE HIGHWAY BLDG. ROOM 119
SALEM, OREGON 97810

Highway Division
File 53950-D

ORIGINAL
5288

47701

LAND SALE CONTRACT

Vol. MRS Page

THIS AGREEMENT, made and entered into this 10 day of April, 1985.

by and between the STATE OF OREGON, by and through its DEPARTMENT OF TRANSPORTATION, Highway Division, hereinafter referred to as "State", and RONALD RAY BOWERS and DANICE KAY BOWERS, husband and wife, hereinafter referred to as "Purchasers".

WITNESSETH:

That State, for the consideration hereinafter mentioned, covenants and agrees to and with Purchasers to sell and convey unto Purchasers, and Purchasers agree to purchase from State, the following described property, to wit:

A parcel of land situated in the S $\frac{1}{2}$ NE $\frac{1}{4}$ SE $\frac{1}{4}$ of Section 11, Township 39 South, Range 9 East of the Willamette Meridian, more particularly described as follows:

Beginning at the Northwest corner of the property described in that deed recorded to Klamath County Deed Records Volume M74, Page 9088, said point being North 00° 16' West 1987.8 feet from the Southwest corner of the E $\frac{1}{2}$ SE $\frac{1}{4}$ of said Section 11; thence South 89° 31' East 30.00 feet to a 5/8 inch iron pin on the Easterly right of way line of Homedale Road; thence continuing South 89° 31' East 120.00 feet; thence South 00° 16' East, parallel to said Homedale Road, 135.00 feet; thence North 89° 31' West 150.00 feet to the centerline of said Homedale Road; thence North 00° 16' West 135.00 feet to the point of beginning, excluding that area within the right of way of Homedale Road, with the bearings based on Homedale Road as being North 00° 16' West.

The above described property shall hereafter be referred to as "premises".

1. PAYMENTS. Purchasers agree to pay State therefor the sum of \$55,000.00 payable as follows:

a. \$5,500.00 as the down payment, receipt of which is acknowledged, and

Tax statements are to be sent to the following address:

Department of Transportation, Highway Division
Transportation Bldg., Rm. 119
Salem, OR 97310

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b. The balance of \$49,500.00 and accrued interest through March 31, 1985, (\$332.63) and Purchasers' pro rata share of the 1984-85 real property taxes (\$309.31) to be paid in installments of not less than \$430.80 per month, said monthly payments to commence on May 1, 1985, and continue monthly thereafter on the 1st day of each month until May 1, 1995, when the full amount of said principal and all taxes and other advances, including all interest thereon, shall become due and payable. Interest on the unpaid balance of this contract, including taxes and other advances made by State, and interest on any accrued interest, shall be at the rate of 9½ percent per annum and shall begin on March 7, 1985. All payments made by Purchasers shall be to State at the address shown on the bottom of the first page or to such other place or person as State may designate by written notice.

2. UNPAID BALANCE. Purchasers may pay, without penalty, all or any part of the balance of this contract at any time prior to the time herein specified and required.

3. IMPROVEMENTS. All existing buildings and improvements and those hereafter placed upon premises shall be kept in good repair by Purchasers and not be removed prior to final payment under this contract. Purchasers will obtain State's written consent before altering or adding to any building on premises.

4. INSURANCE. Purchasers shall keep the buildings now located or hereafter placed on premises constantly insured against loss by fire in amounts which are at least equal to the balances due State under this contract. The fire insurance which shall include extended coverage shall be written in the name of Purchasers, with loss, if any, payable to State to the extent of its interest, balance, if any, payable to Purchasers. Purchasers shall deliver to State certificates of coverage from each insurer containing a stipulation that coverage shall not be cancelled or diminished

without a minimum of a 30-day written notice to State. In the event of loss, Purchasers shall give immediate notice to State. State may make proof of loss if Purchasers fail to do so within 15 days of the loss. Such policies shall be written in such form, with such terms, and by such insurance companies reasonably acceptable to State. Purchasers shall deliver to State certificates of coverage from each insurer containing a stipulation that coverage will not be cancelled or diminished without a minimum of a 30-day written notice to State.

All proceeds of any insurance on premises shall be held by State. If Purchasers elect to restore premises, Purchasers shall repair or replace the damaged or destroyed improvements in a manner satisfactory to State. Upon satisfactory proof of restoration, State shall pay or reimburse Purchasers from the proceeds for the reasonable cost of repair or restoration. If Purchasers elect not to restore premises, State shall retain a sufficient amount of the proceeds to pay all amounts due under this contract, and shall pay the balance to Purchasers. Any proceeds which have not been paid out within 90 days after their receipt and which Purchasers have not committed to the repair or restoration of premises, shall be used to prepay first accrued interest and then principal of Purchasers' indebtedness.

At the option of State, the proceeds of any insurance policy may be used by State to repair or replace any damaged or destroyed building or buildings.

5. TAXES AND ASSESSMENTS. State will pay all real property taxes assessed against premises and improvements thereon becoming due and payable after the date of this contract, as said real property taxes become due, or in advance of the date thereof, and add said taxes to the balance of this contract. The amount of the monthly payments under this contract will be adjusted on January 1, 1986, and on January 1st of

each year thereafter to reflect the amount of the annual real property taxes assessed against premises and improvements thereon. Except for the real property taxes as hereinabove provided, Purchasers agree to regularly and seasonably pay all other liens, assessments and charges, including local improvement assessments, which are or may be hereafter lawfully imposed or which constitute or will constitute liens or encumbrances against premises. If Purchasers fail or refuse to pay and discharge any of the above-mentioned liens, assessments or charges prior to the time they are to become delinquent, State, at its option, may pay the same and add the amount expended to the unpaid balance of this contract.

6. DEED. In case Purchasers, their legal representatives or assigns, shall pay the several sums of money aforesaid, punctually and at the time above specified, and shall strictly and literally perform all and singular the agreements and stipulations aforesaid, according to the time, intent, and tenor thereof, then State will give unto Purchasers, their heirs or assigns, upon request and upon surrender of this contract, a deed conveying premises.

7. ASSIGNMENT. Purchasers shall not sell, assign, or transfer this contract, or sell premises on subcontracts, without the written consent of State. As a condition to such consent, State may elect to increase the interest rate hereunder from the date of such transfer or sale. Any such increase in interest shall entitle State to increase the monthly payments hereunder so as to retire the obligation created by this contract within the 10 years originally agreed upon.

8. WAIVER. Any forbearance by State in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the existence of any such right or remedy. The procurement of insurance or

the payment of liens or charges against premises by State shall not be a waiver of State's right to accelerate the maturity of the indebtedness secured by this contract.

9. DEFAULTS. Time and the prompt and punctual payment of all sums payable hereunder, and the exact performance and observance of each and all of the agreements and provisions herein contained, are in each and every case of the essence of this contract.

If Purchasers fail to pay, when the same becomes due as herein provided, any of the installments specified herein, or become delinquent in the payment of said installments, or any of them, or in the payment of any assessments levied or assessed or becoming payable against premises, or fail to keep premises free from liens and encumbrances accruing after this date, or otherwise fail to keep and perform the agreements herein, State may take any one or more of the following steps:

(a) Terminate this contract by giving Purchasers a 30-day notice in writing of its intentions to do so, and upon the expiration of said 30-day period and the continued default in any covenant or condition by Purchasers during such period, then State may, without tender of performance or suit or action, declare this contract null and void, and all the rights of Purchasers in said contract and all their estate, equity, interest, or right of possession in premises shall cease and terminate, and all payments made by Purchasers to State, whether on principal or interest, or for taxes, liens or assessments, and including any and all buildings and improvements upon premises, shall be forfeited to State, the same being considered liquidated damages for the non-performance of this contract, and State shall have the right of immediate possession of premises without the necessity of court action.

(b) Elect to consider this contract existing, and, in case of a continued default by Purchasers for a period of 30 days after notice to Purchasers calling attention to such default, State may declare the whole of the unpaid balance of this contract, together with all accrued interest, immediately due and payable.

(c) Foreclose this contract by a suit in equity.

(d) Specifically enforce the terms of this contract by a suit in equity.

In the event any suit or action is brought by State to enforce the collection of the balance of this contract and interest, or to obtain possession of premises in the event Purchasers fail to surrender the same peaceably on default or for the collection of any unpaid installment or installments, Purchasers agree to pay such reasonable attorney's fees and other costs as the court may allow to State.

10. REPRESENTATIONS. Purchasers accept the land, buildings, improvements and all other aspects of premises in their present condition, without any representations or warranties, expressed or implied, unless they are expressly set forth in this contract or are in writing signed by State. Purchasers agree that Purchasers have ascertained, from sources other than State, the applicable zoning, building, housing, and other regulatory ordinances and laws, and that Purchasers accept premises with full awareness of these ordinances and laws as they may affect the present use or any intended future use of premises, and State has made no representations with respect to such laws or ordinances.

Whenever the word "Purchasers" is used herein the same shall be deemed to include Purchasers, their heirs, administrators, executors, personal representatives, successors or assigns.

The remedies provided above shall be nonexclusive and in addition to any other remedies provided by law.

This document is the entire, final, and complete agreement of the parties pertaining to the sale and purchase of premises, and supersedes and replaces all prior or existing written and oral agreements between the parties or their representatives relating to premises.

In WITNESS WHEREOF, the parties hereto have affixed their signatures the day and year first above written.

Ronald Ray Bowers
Ronald Ray Bowers

Danice Kay Bowers
Danice Kay Bowers

APPROVED AS TO
LEGAL SUFFICIENCY

James L. Lewis
Asst. Attorney General

Date 3-18-84
or

STATE OF OREGON, by and through its
DEPARTMENT OF TRANSPORTATION,
Highway Division

By J. B. Boyd
J. B. Boyd, Right of Way Manager
4/10/85

STATE OF OREGON, County of Klamath

43, 1985. Personally appeared the above named Ronald Ray Bowers and Danice Kay Bowers, who acknowledged the foregoing instrument to be their voluntary act. Before me:

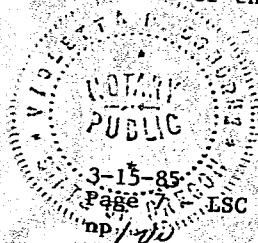
Donna A. Snell
DONNA A. SNELL
NOTARY PUBLIC - OREGON
My Commission Expires 11-15-85

Donna A. Snell
Notary Public for Oregon
My Commission expires 11-15-85

STATE OF OREGON, County of Marion

April 10, 1985. Personally appeared J. B. Boyd, who being sworn, stated that he is the Right of Way Manager for the State of Oregon, Department of Transportation, Highway Division, and that this document was voluntarily signed on behalf of the State of Oregon by authority delegated to him. Before me:

Violetta R. Osborne
Notary Public for Oregon
My Commission expires 1-30-89



STATE OF OREGON; COUNTY OF KLAMATH; ss.

Filed for record ..
this 11th day of April A. D. 1985 at 2:47 o'clock P M., and
duly recorded in Vol. M85 of Deeds on Page 5288

EVELYN BIEHN, County Clerk
By Ann Smith