

TN

51043

CONTRACT—REAL ESTATE

Vol. 1185 Page 11091

SE011

THIS CONTRACT, Made this 6th day of December, 1984, between
Clayton S. Shultz, Earlynn C. Shultz and Frances C. Crume
 hereinafter called the seller,
 and Dr. Harry E. Groth, Jr., 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:

A tract of land situated in Sections 10 and 11 of T. 35 S., R. 11 E., of the W.M., in the County of Klamath and State of Oregon described as follows:

Beginning at the Northwest corner of the Northeast 1/4 of the Northeast 1/4 of said Section 10; thence South 88°48'43" East along the Northerly line of said Section 10 a distance of 1152.34 feet to an intersection with the centerline of an existing Indian Service Road; thence South 64°53'37" East a distance of 131.78 feet along said centerline to a point of curve; thence along said centerline on a curve to the right, having a radius of 1600.00 feet and a central angle of 48°21'37" a distance of 1350.47 feet; thence South 24°26'31" West a distance of 346.25 feet to the most Easterly corner of a tract of land described as Parcel II in a Contract to Len K. Osborn recorded October 21, 1977 in Volume M-77, Page 20282, Deed Records; thence North 67°34'10" West along the boundary line of said Osborn tract a distance of 1163.24 feet to the Southwest corner of the Northeast 1/4 of said Section 10; thence North 0°49'12" East along the Westerly line of the Northeast 1/4 of the Northeast 1/4 of said Section 10, a distance of 1326.56 feet to the point of beginning.

Subject to the rights of the public in that portion of the above described tract of land lying within the boundaries of public roads, for the sum of Dollars (\$3594.91) (hereinafter called the purchase price) on account of which -0- Dollars (\$-0-) 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: \$3594.91) to the order of the seller in monthly payments of not less than fourty - five dollars per mo. Dollars (\$45.00) each, month

payable on the first day of each month hereafter beginning with the month of January 1, 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 8.00 per cent per annum from all taxes due until paid, interest to be paid Now & yearly and * being included in the minimum monthly payments above required. Taxes on said premises for the current tax year shall be paid by the buyer, including all in arrears.

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 vesting 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 past due; all taxes due on the date of this contract

The seller agrees that upon the date of this contract, 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 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.

Clayton S. & Earlynn C. Shultz
 Frances C. Crume 73 Pine St. #3
 Klamath Falls, Or. 97601

SELLER'S NAME AND ADDRESS

Dr. Harry E. Groth, Jr.
 3840 S.W. Dosch Rd.
 Portland, Oregon 97201

BUYER'S NAME AND ADDRESS

After recording return to:

Dr. Harry E. Groth, Jr.
 Same as above
 Portland, Or. 97201

NAME, ADDRESS, ZIP

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

Dr. Harry E. Groth Jr.
 3840 S.W. Dosch Rd.
 Portland, Or 97201

NAME, ADDRESS, ZIP

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 _____ of as document/fee/title/instrument/microfilm No. _____, Record of Deeds of said county.

Witness my hand and seal of County affixed.

NAME

TITLE

By _____

Deputy

11091

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STATE OF OREGON

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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 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 cease and the seller without any act of 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 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 \$ 3594.91. However, the actual consideration consists of or includes other property or value given or promised which is part of the 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 that generally all grammatical changes 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 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 (), if not applicable, should be deleted. See ORS 93.030.

STATE OF OREGON,

County of Klamath ss.
March 13, 19 88

Personally appeared the above named
Clayton S. & Earlynn C. Shultz

Frances C. Crume

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

Before me:

(OFFICIAL SEAL) Annelle Kuegen

Notary Public for Oregon

My commission expires 9-12-88

Buyer

Buyer

STATE OF OREGON County of Klamath ss.
Personally appeared Clayton S. & Earlynn C. Shultz

Frances C. Crume

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

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 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 93.635 (8) Violation of ORS 93.635 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON

County of Multnomah ss.

Personally appeared before me the above named Dr. Harry E. Groth, Jr. and acknowledged the foregoing instrument to be his voluntary act and deed.

Mark M. Swanson
Notary Public for Oregon
My Commission Ex: 8/9/87

This is a reaffirmation Contract. Reaffirming a Contract
Recorded in Klamath County Deed Records Vol. M.-80 page 24286

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of July

A.D. 19 85 at 1:38 o'clock P. M., and duly recorded in Vol. M85 day 11091

FEE \$9.00

By Evelyn Biehn, County Clerk