

52049

**CONTRACT—REAL ESTATE**

Vol. 1485 Page 12790

THIS CONTRACT, Made this 28  
Fidel Parra and M

IN WITNESS WHEREOF, I have hereunto set my hand and the seal of said County, this 28 day of April, 1985, between  
Fidel Parra and Marilyn M. Parra H&W  
1510 Linda Avenue, Eugene, Oregon 97401  
and Merton W. Menge and Mary M. Menge H&W  
3745 Cherokee Drive, Springfield, Oregon 97477, hereinafter called the seller,  
WITNESSETH, that the foregoing is the true and correct agreement of the parties hereto.

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.

Lot #3: E $\frac{1}{2}$  W $\frac{1}{2}$  N $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  Section 10

Lot #3: E $\frac{1}{2}$  W $\frac{1}{2}$  N $\frac{1}{2}$  NE $\frac{1}{4}$  SW $\frac{1}{4}$  Section 10, TWP25S, R8E W.m.

Five acres m or l. Subject to a thirty (30) foot wide easement adjacent to and along entire South boundary for mutual roadway and power utility use. Subject to reservations and restriction of record.

for the sum of Ten thousand five hundred Dollars (\$ 10,500.00) (hereinafter called the purchase price) on account of which \_\_\_\_\_ Dollars (\$ 10,500.00) (see back) 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: \$ 7,500.00) to the order of the seller in monthly payments of not less than One Hundred Dollars per month Dollars (\$ 100.00) each, month.

payable on the 1st day of each month hereafter beginning with the month of JUNE, 1985,  
and continuing until said purchase price is fully paid. All of said purchase price may be paid at any time; all de-  
ferred balances of said purchase price shall bear interest at the rate of 10% per cent per annum from APRIL  
28, 1985 until paid, interest to be paid monthly  
monthly payments of \_\_\_\_\_

\* (A) primarily for buyer's personal, family, household or agricultural purposes.

[illegible]

(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.

(Continued on reverse)

Fidel & Marilyn M. Parra

Fidel & Marilyn M. Parra  
1510 Linda Ave.  
Eugene, Oregon 97401

8011 37401  
SELLER'S NAME AND ADDRESS

Merton W. & Mary M. Menge  
3745 Cherokee Drive  
Springfield, Or. 97477

After recording \_\_\_\_\_ BUYER'S NAME AND ADDRESS

Fidel Parra & Marilyn M. Parra  
1510 Linda Ave.  
Eugene, Oregon 97401

NAME, ADDRESS, ZIP

NAME, ADDRESS, ZIP

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

Merton W. S. M...

Merton W. & Mary M. Menge  
3745 Cherokee Drive  
Springfield, Oregon 97477

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.

NAME \_\_\_\_\_

**TITLE**

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 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 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 interest created or then existing in favor of the buyer as against the seller hereunder shall utterly cease and determine and the right to the possession of the premises above described and all other rights acquired by the buyer hereunder shall revert to and re-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 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.

Down payment to be paid as follows: \$2,000 on Date: APRIL 28, 1985 And \$1,000.00 on August 1, 1985

The true and actual consideration paid for this transfer, stated in terms of dollars, is \$ 10,500.00 . (However, the actual consideration consists of or includes other property or value given or promised which is part of the whole consideration indicated which is) .

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.

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.

Seller: Fidel P. Pava  
Marilyn Pava  
Buyer: Mary Munge

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

STATE OF OREGON,  
County of Lane ) ss.  
July 5, 1985  
Personally appeared the above named  
Fidel Pava and Marilyn  
M. Pava  
and acknowledged the foregoing instrument to be their  
voluntary act and deed.

STATE OF OREGON, County of Lane ) ss.  
July 28, 1985  
Personally appeared MARY MUNGE  
MARY MUNGE 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 by a half 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:  
Jaqueline Duke (SEAL)  
Notary Public for Oregon  
My commission expires: FEBRUARY 15th 1989

Before me:  
[Signature]  
Notary Public for Oregon  
My commission expires: MAY 20, 1986

ORS 93.035 (1) All instruments, when acknowledged, shall be recorded 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 93.035 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON, )  
County of Klamath )  
Subscribed at request of

STATE OF OREGON: COUNTY OF KLAMATH: ss.

Filed for record at request of  
of August A.D., 19 85 at 1:27 o'clock P. M., and duly recorded in Vol. M85 day  
of Deeds on Page 12790

FEE \$9.00

Evelyn Biehn  
By Tom Smith County Clerk

Fee