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MTC 15816-P
LAND SALE CONTRACT

Vol. 1185 Page 20342

THIS CONTRACT, made and entered into this 13th day of December,
1985 by and between ROBERT SCHWEIGER and BELINDA SCHWEIGER, husband and wife,
hereinafter called Seller, and RANDALL A. HIRSCHBOCK
hereinafter called Buyer (it being understood that the singular shall include the
plural if there are two or more sellers and/or buyers).

WITNESSETH:

Seller agrees to sell to the Buyer and the Buyer agrees to buy from the Seller
for the price and on the terms and conditions set forth hereafter all of the
following described property and improvements legally described on Exhibit "A",
attached hereto and incorporated by reference herein as if fully set forth,
subject to the encumbrances also set forth on Exhibit "A."

THIS INSTRUMENT WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTALLMENT
IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR
ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD
CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY APPROVED
USES.

It is mutually agreed as follows:

1. POSSESSION: Buyer shall be entitled to possession of the property
as of the date hereof;
2. PREPAYMENT PRIVILEGE: After the date hereof, Buyer
shall have the privilege of increasing any payment or prepaying the entire
balance provided for hereinafter with interest due thereon to the date of payment;
3. PAYMENT OF LIENS AND TAXES: Buyer shall pay promptly all indebted-
ness incurred by their acts which may become a lien or purported lien, upon said
property, and shall regularly and before the same shall become delinquent, pay
all taxes, including adjustment of same for any reason, assessments, liens, and
encumbrances of whatsoever kind affecting said property after this date, provided,
all such taxes, assessments and charges for the current year shall be pro-rated as
of the date hereof, and in the event Buyer shall fail to so pay, when due, any
such matters or amounts required by Buyer to be paid hereunder, or to procure
and pay seasonably for insurance, Seller may pay any or all such amounts and any
such payment shall be added to the purchase price of said property on the date
such payments are made by Seller and such amount shall bear interest at the
same rate as provided herein, without waiver, however, of any right arising to
Seller for Buyer's breach of contract, and, in such event or events, the escrow
holder is hereby directed and authorized to so add such amounts to the contract
balance upon being tendered a proper receipt therefor;
4. INSURANCE: Buyer shall keep any buildings on said property insured
against loss or damage by fire or other casualty in an amount not less than the
full insurable value thereof with loss payable to the parties hereto and the
interests herein reflected, if any, all as their interests appear at the time
of loss, all uninsured losses shall be borne by the Buyer on or after the date
Buyer becomes entitled to possession; Buyer shall furnish Seller proof of such
insurance coverage;
5. WASTE PROHIBITED: Buyer agrees that all improvements now located
or which shall hereafter be placed on the property, shall remain a part of the
real property and shall not be removed at any time prior to the expiration of this
agreement without the written consent of Seller. Buyer shall not cut or remove
any timber, trees or shrubbery without Seller's prior written consent. Buyer
shall not commit or suffer any waste of the property, or any improvements
thereon, or alteration thereof, and shall maintain the property, improvements
and alterations thereof, in good condition and repair, provided, Buyer shall
not make or cause to be made any major improvements or alterations to the
property without first obtaining the written consent of Seller;

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6. TRANSFER OF TITLE: Seller shall upon the execution hereof make and execute in favor of Buyer a good and sufficient deed conveying said property free and clear of all liens and encumbrances, except as provided on Exhibit "A", together with a good and sufficient Bill of Sale or Certificate of Title as appropriate, and will place said documents, together with one of these agreements, in escrow at Mountain Title Company, 407 Main Street, Klamath Falls, Oregon, 97601, and shall enter into written escrow instructions in form satisfactory to said escrow holder and the parties hereto, instructing said escrow holder that when, and if, Buyer shall have paid the balance of the purchase price in accordance with the terms and conditions of this contract, said escrow holder shall deliver said documents to Buyer, but in case of default by Buyer said escrow holder shall, on demand, surrender said documents to Seller;

7. TAX PAYMENT PROCEDURES: Until a change is requested, all tax statements shall be sent to the address designated by Seller hereinafter. Seller shall then forward such tax statements to Buyer and to the Escrow Agent named in Paragraph 6 hereinabove for crediting and establishment of the monthly payment amount pursuant to the terms of Paragraph 16 hereinafter.

8. PROPERTY TAKEN "AS IS": Buyer certifies that this contract of purchase is accepted and executed on the basis of his own examination and personal knowledge of the premises and opinion of the value thereof; that no attempt has been made to influence his judgment; that no representations as to the condition or repair of said premises have been made by Seller or by an agent of Seller; and that Buyer takes said property and the improvements thereon in the condition existing at the time of this agreement;

9. CONSENT TO ASSIGNMENT: Buyer shall not assign this agreement, his rights thereunder, or in the property covered thereby without the written consent of Seller. In the event the within described property, any part thereof, any interest therein (whether legal or equitable) is sold, agreed to be sold, conveyed, assigned or alienated by the Buyer without having first obtained the written consent or approval of the Seller, then, at the Seller's option, all obligations secured by this instrument, irrespective of the maturity date expressed herein, shall become immediately due and payable;

10. TIME OF ESSENCE: It is understood that and agreed between the parties that time is of the essence of this contract;

11. DEFAULT: In case Buyer shall fail to make the payments aforesaid, or any of them, punctually and upon the strict terms and at the times above-specified or fail to keep any of the terms or conditions of this agreement, then the Seller at his option shall have the following rights:

- a) To declare this contract null and void, after giving such notice as is then required by Oregon Revised Statutes; and/or
- b) To declare the whole unpaid principal balance of said purchase price with the interest thereon at once due and payable; and/or
- c) To withdraw said deed and other documents from the escrow and/or;
- d) To foreclose this contract by suit or by strict foreclosure in equity.

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 revest in said Seller without any act of re-entry, or any other act of said Seller to be

performed and without any right of Buyer of return, reclamation or compensation for monies 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. 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 of the improvements thereon; and alternatively, Buyer shall have the right to apply to the Court for appointment of a receiver as a matter of right and nothing in this contract shall preclude appointment of the Seller as such receiver;

12. ABANDONMENT: Should Buyer, while in default, permit the premises to become vacant for a period in excess of 20 days, Seller may take possession of same individually or by appointment of a receiver by self-help or by Court order for the purpose of protecting and preserving the property and his security interest herein, and in the event possession is so taken by Seller he shall not be deemed to have waived his right to exercise any of the foregoing rights;

13. ATTORNEY FEES: In the event suit or action is instituted to enforce any of the terms of this contract, the prevailing party shall be entitled to recover from the other party such sum as the court may adjudge reasonable as attorney's fees at trial or on appeal of such suit or action, in addition to all other sums provided by law;

14. NO WAIVER: Buyer further agrees that failure by Seller at any time to require performance by Buyer of any provision hereof shall in no way affect Seller's right hereunder to enforce the same, nor shall any waiver by 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;

15. BINDING ON SUCCESSORS: This agreement shall bind and inure to the benefit of, as the circumstances may require, the parties hereto and their respective heirs, executors, administrators, successors and assigns, subject to the foregoing;

16. TERMS OF PAYMENT: The purchase price of the interest conveyed by the within instrument shall be the sum of Twenty-Five Thousand Five Hundred Dollars (\$25,500.00) payable as follows: Two Thousand Dollars (\$2,000.00) upon the execution hereof; the balance of Twenty-Three Thousand Five Hundred Dollars (\$23,500.00) shall be paid in monthly installments of not less than Three Hundred Eighty-One Dollars and 60/100 (\$381.60) per month, inclusive of interest at the rate of Ten Percent (10%) per annum on the unpaid balance, the first installment to be paid on the 15th day of January, 1986, with a further and like installment payable on the 15th day every month thereafter until the full balance and interest are paid. The monthly payment includes principal, interest and taxes. The amount of payments will be amended annually by 1/12th of the increase or decrease in the real property taxes over the taxes assessed for the year 1985-1986. Seller shall furnish the escrow holder, Mountain Title Company, or its successors, with a copy of the paid tax receipts and the amount thereof shall be added to the unpaid balance of the contract.

17. ESCROW FUNDS DISTRIBUTION: It is understood by and between the parties that the real and personal property being conveyed by the within instrument is encumbered by a certain agreement of sale dated the first day of June, 1984 by and between Chester Wilson and Adeline Wilson, Trustees of the Chester Wilson Trust, therein called Vendor, and Robert Schweiger and Belinda Schweiger, husband and wife, therein called Vendee. It is agreed that the escrow holder named herein, or its successor, upon receipt of payments from Buyer, shall remit the same to the then collection escrow agent collecting payments to be made on the said agreement of sale.

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Seller agrees that the proceeds from such payments shall be utilized by Seller in payment of the said obligation, which Buyers do not assume.

18. INCLUSION OF PERSONAL PROPERTY: It is agreed between Buyer and Seller that the property conveyed by the within Land Sale Contract includes two certain mobile homes, which said mobile homes are located on the real property conveyed by the within instrument, and are legally described on the attached Exhibit "A". Buyer and Seller further agree that there shall be no conveyance of title on the said mobile homes to Buyer, but that the title thereto shall be held in escrow by the escrow agent named in paragraph 6 hereinabove, and that the said personal property shall be treated as though attached to and an improvement on, the real property conveyed hereby. Seller will release from the lien of this contract the mobile homes when they are replaced by a mobile home or homes of like or greater value. In the event that Buyer and Seller shall agree to a release of one or more of the mobile homes, Buyer and Seller shall jointly instruct the escrow holder named herein to release the Certificate of Title to the released mobile home and accept in the escrow a Certificate of Title to the replacement mobile home.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed this 13th day of December, 1985.

BUYER:

Randall A. Hirschbock
RANDALL A. HIRSCHBOCK

SELLERS:

Robert Schweiger
ROBERT SCHWEIGER

Belinda Schweiger
BELINDA SCHWEIGER

State of Oregon)
County of Klamath) ss

PERSONALLY APPEARED RANDALL A. HIRSCHBOCK, on this 13th day of December, 1985, and acknowledged the foregoing instrument to be his voluntary act and deed.

BEFORE ME:

Pamela Spencer
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/16/88

State of Oregon)
County of Klamath) ss

PERSONALLY APPEARED ROBERT SCHWEIGER and BELINDA SCHWEIGER, on this 13th day of December, 1985, and acknowledged the foregoing instrument to be their voluntary act and deed.

BEFORE ME:

Pamela Spencer
NOTARY PUBLIC FOR OREGON
My Commission Expires: 8/16/88

"The Westerly 80 feet of TRACT 9, HOMELAND TRACT NO. 2, according to the official plat thereof on file in the office of the County Clerk of Klamath County, Oregon."

Together with the following personal property:

Mobile Home: 1965 BEND model
#1 VIN Number: S789
License Number: X 80311
Title Number: 8135690401

Mobile Home: 1966 GRATL model
#2 VIN Number: 6FB5010F2N3946
License Number: X135869
Title Number: 8135690404

Subject to the requirements and provisions of ORS Chapter 481 pertaining to the registration and transfer of ownership of a Mobile Home and any interest or liens disclosed thereby.

SUBJECT TO contracts and/or liens for irrigation and/or drainage, the schedule of exclusions from coverage, together with any schedules contained in standard title policies, reservations, easements, restrictions and rights of way of record and those apparent on the land.

ALSO SUBJECT TO rights of the public in and to any portion of said premises lying within the limits of roads and highways.

ALSO SUBJECT TO the statutory powers, including the power of assessment, of South Suburban Sanitary District.

ALSO SUBJECT TO the statutory powers, including the power of assessment, of Enterprise Irrigation District.

ALSO SUBJECT TO reservations, conditions and restrictions, including the terms and provisions thereof, as contained in plat dedication, to wit: "dedicate, donate and convey to the Public, for public use forever, the roads, irrigation ditches and drains shown on Homeland Tracts No. 2 as platted hereon."

ALSO SUBJECT TO reservations as contained in deed recorded April 17, 1942 in Volume 146, page 535, Deed Records of Klamath County, Oregon, to wit:

"Subject however, to all right of way and easements of the Enterprise Irrigation District and subject to the right of the grantors, their heirs and assigns, to construct and maintain on and across the said premises to granted for the purpose of constructing and maintaining such ditches, together with all and singular the tenements, hereditaments and appurtenances thereto belong or is anywise appurtenant, and also all their estate, right, title and interest in and to the same, including dower and claim of dower; this conveyance, however is made with further consideration that the grantee, heirs or assigns will not use the premises for other than residential purposes and will not construct nor erect any residence on the said premises, the first cost of which shall be less than \$1,500.00; and any violations of such covenant shall work a forfeiture of the estate of the grantee, heirs or assigns in and to the said premises and shall vest in the grantors, heirs or assigns, the right to re-enter the said premises and their former estate therein."

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ALSO SUBJECT TO Real Estate Contract, including the terms and provisions thereof,
 Dated: August 1, 1976
 Recorded: August 18, 1976
 Volume: M76, page 12782, Microfilm Records of Klamath County, Oregon
 Vendor: Harold Dee Malone and Delpha Ione Malone, husband and wife
 Vendee: Frank Paul Freeland and Bonnie Mae Freeland, husband and wife

The interest of Frank Paul Freeland and Bonnie Mae Freeland in said Real Estate was assigned by instrument,
 Dated: August 17, 1981
 Recorded: August 18, 1981
 Volume: M81, page 14747, Microfilm Records of Klamath County, Oregon

To: Chester L. Wilson, trustee of the Chester Wilson Trust.
 And further subject to the effect, if any, of a certain Warranty Deed, including the terms and provisions thereof,
 Dated: August 18, 1981
 Recorded: August 18, 1981
 Volume: M81, page 14749, Microfilm Records of Klamath County, Oregon
 Grantor: Frank Paul Freeland and Bonnie May Freeland, who acquired title as Bonnie Mae Freeland
 Grantee: Chester L. Wilson Trustee of the Chester Wilson Trust.

Which said Real Estate Contract Purchasers do not assume, but which said Real Estate Contract is to be paid from the proceeds of payments made on the within Land Sale Contract.

ALSO SUBJECT TO Contract, including the terms and provisions thereof,
 Dated: June 1, 1984
 Recorded: June 4, 1984
 Volume: M84, page 9293, Microfilm Records of Klamath County, Oregon
 Vendor: Chester Wilson and Adeline Wilson, Trustees for the Wilson Trust
 Vendee: Robert Schweiger and Belinda Schweiger, husband and wife

which said Contract Purchasers do not assume but which said Contract is to be paid from the proceeds of payment made on within Land Sale Contract.

ROBERT SCHWEIGER and BELINDA SCHWEIGER

Vendor's Name and Address

RANDALL A. HIRSCHBOCK

Vendee's Name and Address

After recording return to:
 Mountain Title Company, Inc.
 407 Main Street
 Klamath Falls, OR 97601

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

same as know listed

STATE OF OREGON)
 COUNTY OF KLAMATH) ss

I certify that the within instrument was received for record on the 16th day of December, 1985, at 10:45 o'clock A.M., and recorded in book M85 on Page 20342 or as file/reel number 56361. Record of Deeds of said County.

WITNESS my hand and seal of County affixed.

Evelyn Biehn, County Clerk
 Recording Officer

BY: *[Signature]*
 Deputy

Fee: \$25.00