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~~REAL ESTATE~~  
CONTRACT—REAL ESTATE

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THIS CONTRACT, Made this 10th day of January  
Charles D. and Bonnie J. Whittemore, husband and wife  
and Christopher G. and Gloria J. Solomon, husband and wife  
hereinafter called the seller,

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

1010 California St.

Lot 9 in Block 109, Buena Vista Addition to the City of Klamath Falls,  
according to the official plat thereof on file in the office of the  
County Clerk of Klamath County, Oregon

SUBJECT TO:

Assessments and charges of the City of Klamath Falls for water and sewer; reservations, restrictions, easements and rights-of-way of record and those apparent on the land, trust deed including the terms and provisions thereof dated March 27, 1880, between Charles D. Whittemore, Sr. and Carl M. and Mary Kathleen McLerran; and real property taxes now due and payable.

for the sum of Fifteen Thousand Four Hundred and no/100 --- Dollars (\$15,400.00 )  
(hereinafter called the purchase price) on account of which Five Hundred and no/100 ---  
Dollars (\$ 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: \$ 14,900.00 ) to the order of  
the seller in monthly payments of not less than Two Hundred Nine and 77/100 ---  
Dollars (\$ 209.77 ) each.

payable on the 10th day of each month hereafter beginning with the month of March 10, 1986, 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 January 10, 1986 until paid. Interest to be paid monthly and \* } <sup>in addition to</sup> 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:

[illegible]

(Continued on page 10)

**\*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-Noss Form No. 1300** or similar if the contract involves a first lien to finance the purchase of a dwelling use **Stevens-Noss Form No. 1307** or similar.

Charles D. and Bonnie J. Whittemore  
3600 S. 6th  
Klamath Falls, Oregon 97601

Christopher and Gloria J. Solomon  
1633 Riverside Dr.  
Klamath Falls, Oregon 97601

After recording return to:

Mountain Title Co.  
407 Main Street  
Klamath Falls, Oregon 97601

Unfiled changes in reported oil tax statements shall be sent to the following address:

Christopher G. Solomon  
1633 Riverside Dr.  
Klamath Falls, Oregon 97601

STATE OF OREGON

A 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 \_\_\_\_\_ or as fee/title/instru-  
ment/microfilm/reception No. \_\_\_\_\_  
Record of Deeds of said county

Witness my hand and seal of  
County attested

•

1111

**B.**

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, prior to the expiration 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 remain 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 the contract were as if the contract were made; and in case of such default all payments thereunder 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 thereon 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 \$15,400.00. However the actual consideration consists of or includes other property or value given or promised which is the whole 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 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 contest 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 herein 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 WILL NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT 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.

*Charles D. Whittemore Sr.*  
*Bonnie J. Whittemore*  
*Christopher G. Solomon*  
*Gloria J. Solomon*

NOTE—The sentence between the symbols ( ), if not applicable, should be deleted. See ORS 92.030.

(If executed by a corporation  
 affix corporate seal)

(If the signer of the above is a corporation,  
 use the form of acknowledgment opposite.)

STATE OF OREGON,

County of Klamath

This instrument was acknowledged before me on

January 9, 1986, by  
 Charles D. Whittemore, Sr. & Bonnie J.  
 Whittemore and Christopher G.  
 Solomon & Gloria J. Solomon

*Kriste L. Beed*  
 (SEAL) Notary Public for Oregon

My commission expires 11/16/87

STATE OF OREGON

County of

This instrument was acknowledged before me on

19 by

as

of

Notary Public for Oregon

My commission expires

(SEAL)

ORS 92.031 (1) AD instruments contracting to convey fee title to any real property, at a time more than 12 months from the date that the instrument is signed and the parties are bound, shall be acknowledged in the manner provided for acknowledgment of deeds by the conveyer of the title to be conveyed. Each instrument, with 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 92.032 (1) Violation of ORS 92.031 is punishable, upon conviction, by a fine of not more than \$100.

(DESCRIPTION CONTINUED)

STATE OF OREGON COUNTY OF KLAMATH

Filed for record at request of  
 of January A.D. 19 86 at 10:39 o'clock A.M. and duly recorded in Vol 1936 day  
 of Deeds on Page 542

FEE \$9.00

Evelyn Blehn,  
 By

County Clerk

*Ann Smith*